

1-16-07

Mr. Chairman, Members of the County Council, my name is Bill Bruehl. I'm a resident of Seneca. Thank you for this opportunity to address you. My intention is to speak to the government prayer issue that has severely divided our county for the last two years.

At present we seem locked onto a track leading to an expensive court fight that can only further divide us regardless of who wins. Bad feelings like hatred and disrespect will rule the county at the end of a battle over the invocation of the God of Love when it is the purpose of Evangelicals and all other Christians to draw us closer to Him. With this in mind I believe you will agree it is the responsibility of the Council to seek a better path.

To that end I suggest the following. Appoint a committee of eight Oconee County citizens—notice the even number— who represent a cross section, i.e. Christians and non-Christians; religious and non-religious, business men, working people & professionals. For it to succeed the eight must truly be a fair cross section of the religious and secular interests involved and charge them to create a proposal you can govern with, a proposal that meets the requirements of the law and the needs of our citizenry.

As a matter of good will charge these citizens to begin their consultations with the proposal already before the council submitted by the Oconee Ministers' Association at the council workshop a week ago.

Charge them to come together in the spirit of Jesus, Christian charity, tolerance and amity for every citizen whose lives are governed by this council regardless of religious persuasion. Let goodwill rule, rather than division, which can only have terrible consequences for the county.

You need time to deal with crucial issues like our public libraries, education, police, prisons, firehouses, property development, the industrial base, care for the poor, taxes and much more. In that spirit I would urge you to charge the members of the group you select to return to the council in perhaps six months with a proposal all the citizens in Oconee Country can live with.

Yes, they may fail or they may succeed, but either way it's a step we must not neglect.

Thank you for your attention.

Sincerely,
Bill Bruehl
Seneca
Tel: 864 888 8991



AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: 1/16/07
COUNCIL MEETING TIME: 7:00 pm

ITEM TITLE OR DESCRIPTION:

The Oconee County Sheriff's Department respectfully requests permission to apply for the Justice Assistance Grant Program (JAG).

BACKGROUND OR HISTORY:

The JAG Program is administered by the US Department of Justice, Office of Justice Programs, Bureau of Justice Assistance via the South Carolina Department of Public Safety. The purpose of the JAG Program is to assist state agencies and units of local government in carrying out specific programs which offer a high probability of improving the functioning of the criminal justice system. Special emphasis is placed on projects that advance national and state drug control priorities.

SPECIAL CONSIDERATIONS OR CONCERNS:

This grant will be used to acquire law enforcement equipment and technology that can be used to help the Narcotics Unit with surveillance measures. This will further assist in preparing better cases for prosecution.

* **Oconee County Sheriff's Department**

JAG Program = \$10,453.50

Local Match = \$3,484.50

STAFF RECOMMENDATION:

Apply for JAG Program.

FINANCIAL IMPACT:

JAG Program funds = \$10,453.50

Local Match = \$3,484.50 *These funds will be provided from the current fiscal year (FY 06-07) narcotics seizure account (013-001-00010-71002).*

ATTACHMENTS:

Submitted or Prepared By:

Veronda Holcombe-Lewis

Approved for Submittal to Council:

Tom Hendricks
Tom Hendricks, County Administrator

Reviewed By/ Initials:

_____ County Attorney

PAJ/AVP Finance

_____ Other

C: Clerk to Council

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: January 16, 2007
COUNCIL MEETING TIME: 7:00 PM

ITEM TITLE OR DESCRIPTION:

Request for approval of ATAX grant request from Oconee Community Theatre in the amount of \$3,080.00 for billboard advertising of upcoming shows. Request approved in ATAX Committee on 12/06/06 by a unanimous vote.

BACKGROUND OR HISTORY:

State ATAX funds are received quarterly and 65% of those funds are Tourism Related funds that are to be disbursed as recommended by the ATAX committee and approved by County Council.

SPECIAL CONSIDERATIONS OR CONCERNS:

STAFF RECOMMENDATION:

Approval of ATAX grant request of \$3,080.00 to the Oconee Community Theatre.

FINANCIAL IMPACT:

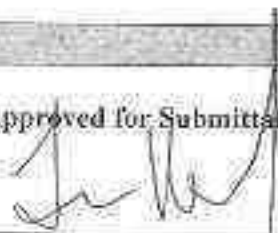
Oconee Community Theatre's grant request was for \$13,458.00 in September 2006. Due to the amount of funds available in the ATAX account that quarter, the request was cut to \$10,000.00 in September, 2006. The remainder of \$3,080.00 was recommended by the ATAX committee on December 6, 2006. Current ATAX fund balance is \$12,961.46. We have three ATAX requests this grant cycle. If all three requests are approved by County Council, the remaining balance will be \$2,266.46.

ATTACHMENTS:

Submitted or Prepared By:

Phil Shirley, PRT Director
Department Head/Elected Official

Approved for Submittal to Council:


Tom Hendricks, County Administrator

Reviewed By/ Initials:

_____ County Attorney

 _____ Finance

 _____ Grants

_____ Other

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: January 16, 2007
COUNCIL MEETING TIME: 7:00 PM

ITEM TITLE OR DESCRIPTION:

This is a recommendation for approval of an ATAX grant request from Oconee Community Theatre in the amount of \$5,500.00 (matching funds) for building enhancements including a new speaker & lighting system. Request approved in ATAX Committee on 12/06/06 by a unanimous vote.

BACKGROUND OR HISTORY:

State ATAX funds are received quarterly and 65% of those funds are Tourism Related funds that are to be disbursed as recommended by the ATAX Committee and approved by County Council.

SPECIAL CONSIDERATIONS OR CONCERNS:

The original request was for \$20,000.00, however due to the amount available in this quarter's ATAX fund, only \$5500.00 was recommended to Council for approval. Oconee Community Theatre plans to use these funds as a match to another grant to accomplish their goals.

STAFF RECOMMENDATION:

Approval of ATAX grant request of \$5,500.00 to the Oconee Community Theatre.

FINANCIAL IMPACT:


Current ATAX fund balance is \$12,961.46. We have three ATAX requests this grant cycle. If all three requests are approved by County Council, the remaining balance will be \$2,206.46.

ATTACHMENTS:

Submitted or Prepared By:

Phil Shirley, PRT Director
Department Head/Elected Official

Approved for Submittal to Council:


Tom Hendricks, County Administrator

Reviewed By/ Initials:

County Attorney

_____
Finance

_____
Grants

Other

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: January 16, 2007
COUNCIL MEETING TIME: 7:00 PM

ITEM TITLE OR DESCRIPTION:

This is a recommendation for approval of ATAX grant request from Blue Ridge Arts Council in the amount of \$2,175.00 for advertising for their annual Juried Art Show. This request was approved in ATAX Committee on 12/06/06 by a unanimous vote.

BACKGROUND OR HISTORY:

State ATAX funds are received quarterly and 65% of those funds are Tourism Related funds that are to be disbursed as recommended by the ATAX Committee and approved by County Council.

SPECIAL CONSIDERATIONS OR CONCERNS:

Funds will be used for advertisement throughout the region in a variety of media outlets, printing and mailing of show cards, printing of the exhibition catalog and advertising for the opening reception. The 2006 Juried Art Show brought in over 700 people to the show and with increased geographic advertising, the 2007 show is expected to draw an even larger turnout.

STAFF RECOMMENDATION:

Approval of ATAX grant request of \$2,175.00 to the Blue Ridge Arts Council.

FINANCIAL IMPACT:

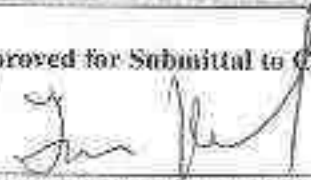
Current ATAX fund balance is \$12,961.46. We have three ATAX requests this grant cycle. If all three requests are approved by County Council, the remaining balance will be \$2,266.46.

ATTACHMENTS:

Submitted or Prepared By:

Phil Shirley, PRT Director
Department Head/Elected Official

Approved for Submittal to Council:


Tom Hendricks, County Administrator

Reviewed By/ Initials:

 County Attorney

 Finance

 Grants

 Other

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: January 16, 2007
COUNCIL MEETING TIME: 7:00 P.M.

ITEM TITLE OR DESCRIPTION:

RFP 06-11, Back Porch, Veranda-Alexander-Cannon-Hill house at High Falls County Park.

BACKGROUND OR HISTORY:

The ACH house was moved to High Falls Park due to the construction of Duke Power and the Knowee - Toxaway project. During the move, the back porch was destroyed. Oconee County received a \$30,000 grant from the SC National Heritage Corridor to add the back porch/veranda onto the house to return it to its original design.

BID SOLICITATION HISTORY:

On November 14, 2006, formal sealed Request for Proposals were opened for this work. Ten companies were originally notified of this bid opportunity. Only one proposal was received from J. Davis Construction, Inc. The Evaluation Committee reviewed the proposal and found them qualified to perform this work; the fees J. Davis Construction, Inc. submitted were in line with other projects the County has done in the past and the estimated cost of the total project is within the \$40,000 budget amount.

STAFF RECOMMENDATION:

Approve project award to **J. Davis Construction, Inc.** for up to \$40,000 for the addition of the back porch/veranda to the Historic Alexander Cannon Hill house at High Falls County Park.

FINANCIAL IMPACT:

The \$40,000 referenced is comprised of a \$30,000 grant from the SC National Heritage Corridor and a budgeted \$10,000 local match (budget code 013-202-90150-18850).

ATTACHMENTS:

Bid Tabulation

Submitted or Prepared By:


Marianne A. Dillard, Procurement Director

Approved for Submittal to Council:


Tom Hendricks, County Administrator

Reviewed By/ Initials:

 n/a County Attorney

 Finance: VHL (3 rows)

Phil Shirley Department
PR Director

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: January 16, 2007

COUNCIL MEETING TIME: 7:00 P.M.

ITEM TITLE OR DESCRIPTION:

Bid 04-07, South Cove Waterline Distribution Project.

BACKGROUND OR HISTORY:

South Cove has experienced numerous water line breaks, repairs and issues due to the 30+ year old heavily used water line system in the campground area. Funds were budgeted this year to complete Phase I of a two phase project. The budget request was based on a local contractor's quote for the project.

SPECIAL CONSIDERATIONS OR CONCERNS:

This project was bid on a unit price basis so that we could possibly add additional campsites to Phase I, if funding allowed. When bids were opened, we realized that we could accomplish the entire campground within the current budget. Although Tugaloo Pipeline, Inc. price was considerably lower than the other bids, a check of their references produced a good report of their work with other municipalities for both water and sewer line work.

BID SOLICITATION HISTORY:

On January 3, 2007, formal Sealed Bids were opened for this work; six bids were received. The low bid is from Tugaloo Pipeline, Inc. of Westminster, SC for \$22,867.00 for completing 59 sites. The Procurement Director contacted Tugaloo Pipeline, Inc. and confirmed they would extend the same unit pricing if we wished to include the additional 29 sites. The County can complete all 88 sites (entire campground) and stay within our original budget of \$35,000 (see Bid Tabulation).

STAFF RECOMMENDATION:

Approve project award to **Tugaloo Pipeline, Inc. of Westminster, SC** for up to \$35,000 to replace the entire water line system for the South Cove County Park Campground.

FINANCIAL IMPACT:

Not to exceed \$35,000. Funds are budgeted in current budget for this project (budget code 010-204-50850-00000).

ATTACHMENTS:

Bid Tabulation

Submitted or Prepared By:

Approved for Submittal to Council:



Marianne A. Dillard, Procurement Director



Tom Hendricks, County Administrator

Reviewed By/ Initials:

 n/a County Attorney

 P Finance

Phil Shirley Department
PRT Director

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: January 16, 2007

COUNCIL MEETING TIME: 7:00 p.m.

ITEM TITLE OR DESCRIPTION:

Rid #06-15, Road Striping

BACKGROUND OR HISTORY:

The staff is continuing with the Road and Transportation Committee's direction for a more detailed approach to tracking the costs of road maintenance and road project contract costs. In reviewing last year's contract, staff thought that some potential savings may be available by bidding out separately the road striping projects. To maintain the safety of the County system the Roads and Bridges Department has designated 69.5 miles in need of striping. County Construction and Roads under contract total 18.4 miles to be striped. Staff will provide project status updates at each Road and Transportation Committee Meeting.

BID SOLICITATION HISTORY:

On December 7, 2006, formal sealed bids were opened for striping approximately 88 miles this year and 4 one-year renewals. Ten companies were originally notified of this bid opportunity. Five companies submitted bids, with Peek Service Co., LLC of Columbus, GA submitting the lowest bid of \$45,342 (see attached Bid Tabulation), based on the unit prices listed on the Bid Tab.

SPECIAL CONSIDERATIONS OR CONCERNS:

The consideration of public safety caused the contract to mandate each paving project road to be striped in a specific time period after asphalt surface application.

STAFF RECOMMENDATION FOR COUNCIL ACTION:

Award bid #06-15 to **Peek Service Company, LLC for the approximate amount of \$45,342**, for a period of one year with the option to renew for four additional one-year periods.

Additionally, staff recommends that Council authorize the County Administrator to approve renewal of the bid for up to four additional one-year periods in accordance with Bid 06-15, provided their work is satisfactory.

FINANCIAL IMPACT:

For FY 06-07, County Council approved funding (budget code 010-601-50881) for the road paving projects, which includes road striping.

Based on information from last year's paving contractor's pricing information, the County will be saving nearly \$0.23 per foot or \$107,400, by bidding striping as a separate contract and including 87 additional miles of re-striping in this contract.

ATTACHMENTS:

1. Bid Tabulation
2. Striping List of Roads

Submitted or Prepared By:


Marianne A. Dillard, Procurement Director

Approved for Submittal to Council:


Tom Hendricks, County Administrator

Reviewed By/ Initials:

n/a County Attorney

 Finance

Mack Kelly Department

C: Clerk to Council

Approved Budget Encumbrance amount for this item \$1,512,300.
Budget Code 010-801-10000 1-00000

I hereby certify that to the best of my knowledge this
is a true and correct copy of the bid.

Margaret D. Hill
Procurement Director

Bidders		Interstate Road Management Corp			Oglesby Construction Inc		Palmetto Pavement Marking Inc	
Address		Hazleton, PA			Norwalk, OH		Greenville, SC	
Approx Qty		Description	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
250	LF	12" white solid lines (Stop lines)	2.50	625.00	5.00	1,250.00	0.25	37.50
50	Each	White Single Arrow	75.00	3,750.00	75.00	3,750.00	40.00	2,000.00
10	Each	Railroad Crossing Symbol	800.00	8,000.00	215.00	2,150.00	150.00	1,500.00
194,224	LF	4" yellow double solid line - center lines (striped within two weeks of paving)	0.06	11,653.44	0.531	103,132.94	0.09	17,480.16
728,714		4" yellow double solid lines - center lines (roads that are ready to be striped now)	0.053	38,374.84	0.09	65,674.28	0.10	65,374.26
1		Option 1: Performance and Payment Bond	1,200.00	1,200.00	1,300.00	1,300.00	500.00	500.00
		Grand Total		61,903.28		177,257.20		87,191.92
		Acknowledged Addendum 1	yes		yes		yes	
Bidders		Peak Service Co LLC			Traffic Markings Inc			
Address		Columbus, GA			Franklin, MA			
Approx Qty		Description	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
250	LF	12" white solid lines (Stop lines)	1.00	250.00	2.00	500.00		-
50	Each	White Single Arrow	45.00	2,250.00	50.00	2,500.00		-
10	Each	Railroad Crossing Symbol	200.00	2,000.00	250.00	2,500.00		-
194,224	LF	4" yellow double solid line - center lines (striped within two weeks of paving)	0.06	11,653.44	0.18	36,902.58		-
728,714		4" yellow double solid lines - center lines (roads that are ready to be striped now)	0.04	29,188.56	0.04	29,188.56		-
1		Option 1: Performance and Payment Bond	233.10	233.10	715.91	715.91		-
		Grand Total		45,575.10		72,307.03		-
		Acknowledged Addendum 1	yes		yes			

Attachment 2

RD #	ROAD NAME	LENGTH (ft)
TENTATIVE C-FUND OVERLAY ROADS		
WA-257	WHITE HARBOUR RD	1,370
WA-60	MCDONALD POINT RD	2,024
KE-63	S CRAGGMORE DR	2,286
TENTATIVE C-FUND IMPROVED ROADS		
SE-472	W CAPEWOOD AVE	2,178
SE-2	WATSON DR	1,050
CE-178	OAK FOREST TRL	1,687
TENTATIVE RECONSTRUCTION/MILL ROADS		
SE-155	FOREST CREEK DR	1,710
WA-245	CANE CREEK HARBOR RD	1465
TENTATIVE OVERLAY ROADS		
WA-164	CAPPS RD	2,948
SE-382	E LONSDALE ST	2,387
SE-37	S ALEXANDER RD	4,896
CH-33	VERNER MILL RD	17,067
TU-98	LA-2 ACRES RD	8,850
CH-23	TURPIN RD	3,115
WA-85	CRYSTAL FALLS RD	3,904
TU-73	MADISON SHORES DR	3,992
TU-20	NORTH SHORES DR	1,890
SE-145	TIMBERLAKE ONE CIR	871
SF-281	OAK VALLEY RD	2,303
CH-20	ROSS MOUNTAIN RD	5,542
PU-3	CHARLIE COBB RD	5,530
KE-38	COURTNEY DR	4,660
KE-17	RAMEY RD / PARTIAL	1,525
TU-45	OLD LIBERTY RD	4,554
TENTATIVE COUNTY ROAD CONSTRUCTION PROJECTS		
CE-165	CREEK VIEW DR	798
CE-168	OAK SHORE CT	201
CE-162	LEE DR	1,017
TU-92	DAWN DR	1,453
TU-144	ALI DR	770
SE-62	KING DR	485
TU-29	BOLT RD (PARTIAL NOTE)	885
TU-117	SIMS ST	963
SE-24	E SPRING VALLEY RD	1,650
CONSTRUCTION TOTAL		97,024 ft 18.38 m

Attachment 2

COUNTY ROADS WITH CENTERLINES TO BE PAINTED

CE-37	OLD GROVE RD	8,071
CE-5	THEO MARTIN RD	11,972
CE-7	STEVE NIX RD	6,073
CH-1	LAKE CHEOHEE RD	6,357
CH-19	GEORGE TODD RD	9,960
CH-20	ROSS MOUNTAIN RD	6,542
CH-21	TUNNEL TOWN RD	6,280
CH-29	LAND BRIDGE RD	7,012
CH-33	VERNER MILL RD	17,067
CH-45	VILLAGE CREEK RD	21,084
CH-5	CHEROKEE LAKE RD	16,356
KE-11	CROSS CREEK RD	9,707
KE-33	FRIENDLY DR	5,500
KE-8	JOCASSEE LAKE RD	6,364
PU-16	SPIDER VALLEY RD	5,320
PU-19	DAMASCUS CHURCH RD	6,420
PU-25	IVESTER RD	1,366
PU-3	CHARLIE COBB RD	11,492
PU-32	ROCKY FORK RD	7,408
PU-46	COOPER RD	13,835
SE-103	OWENS RD	5,975
SE-157	MELDAU RD	5,429
SE-52	S RADIO STATION RD	6,703
SE-56	MAUL DIN MILL RD	6,700
TU-37	COBB BRIDGE RD	32,085
TU-1	STRIBLING SHOALS RD	25,177
TU-49	N JENKINS BRIDGE RD	12,356
TU-56	JENKINS BRIDGE RD	8,732
WA-24	OLD FLAT SHOALS RD	5,854
WA-31	BOYD MOSS RD	6,109
WA-38	KELLY MILL RD	7,037
WA-71	ALBERTS RD	9,210
WA-75	STEWART RD	6,920
WA-78	DICKARD RD	7,468
WA-90	DUCK POND RD	6,563
WA-28	LECROY RD	4,946
WH-11	CANNON RD	3,168
WH-8	CHEOHEE VALLEY RD	15,025

CENTERLINE ONLY TOTAL 364,857 ft
69.1 miles

**CONSTRUCTION &
CENTERLINE = ALL PAINTING
TOTAL** 464,098 ft
87.9 miles

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: January 16, 2007
COUNCIL MEETING TIME: 7:00pm

ITEM TITLE OR DESCRIPTION:

Bid #06-10 Computerized Building Codes System.

BACKGROUND OR HISTORY:

In April 2004, the need for new or updated permit software was recognized. The existing software was over 30 years old and badly outdated. It was causing numerous problems which warranted the need for replacement. After exhaustive investigation by Channon Chambers, and the Information Technologies Department, a replacement system was justified to Administration and County Council and approved in the 2006-07 budget. The preliminary budget figures for this project ranged from \$40,000 to \$250,000.

BID SOLICITATION HISTORY:

On November 8, 2006, formal sealed proposals were opened for this system. Nine companies were originally notified of this bid opportunity. Only one company submitted a proposal. Builderadius, Inc., of Asheville, NC submitted a bid of \$49,000.00. The RFP selection committee, comprised of Channon Chambers, Aaron Gadsby, and Richard Reeves, unanimously voted to recommend award to Builderadius, Inc.

SPECIAL CONSIDERATIONS OR CONCERNS:

The proposal received from Builderadius includes zoning and code enforcement modules at a discounted price.

STAFF RECOMMENDATION FOR COUNCIL ACTION:

Award bid #06-10 to Builderadius for the amount of \$ 49,000.00.

FINANCIAL IMPACT:

For FY 06-07, County Council approved \$30,500 (budget code 010-702-30024-00000) for the purchase of Building Codes software, and \$14,500 (budget code 010-702-30056-00000) for the purchase of maintenance on equipment. The Information Technologies Department also has \$4,000.00 (budget code 010-711-30056-00000) that will be transferred to complete the funding for this very important project.

ATTACHMENTS:

1. Bid Tabulation
2. Contract

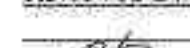


Submitted or Prepared By:


Marianne A. Dillard, Procurement Director

Approved for Submittal to Council:


Tom Hendricks, County Administrator

Reviewed By/ Initials:

 County Attorney
 Finance
 Information Technologies Department

C: Clerk to Council

Approved Budget (bid/noise amount) for bid form \$49,000.
Budget Code 11-702-30124 & 10-702-30356

I hereby certify that to the best of my knowledge
this tabulation of bids is the current

Procurement Director

Bidders	Builderadius, Inc.	Percent Data Systems	Colorado Customware	HTE, Inc.	Enabling Partners	Accela, Inc.	CSDC Systems	Energov Solutions	Permitsoft
Address	Ashville, NC	St. Petersburg, FL	Fort Collins, CO	Lake Mary, FL	Cleveland, OH	San Ramon, CA	St. Petersburg, FL	Atlanta, GA	Palo Alto, CA
Permitting & Inspections	\$ 30,000.00	no response	no response	no response	no response	no response	no response	no response	no response
Code Enforcement Module & Zoning Module	9,000.00								
Software Technical Support (for the first year) *	6,000.00								
Unlimited Contactor Accounts (for the first year) **	5,000.00								
GRAND TOTAL	\$ 49,000.00								
Appendix #1	yes								
Committee Ranking									

*Cost for software technical support for each year hereafter will be no more than a 10% increase from each previous year
**Cost for contractor online accounts for each year hereafter will be no more than a 10% increase from each previous year

CUSTOMER:

Oconee County, SC
415 South Pine St
Walhalla, SC 29691

SERVICE PROVIDER:

BUILDERadius, Inc.
9 Park Square SW, Suite 300
Asheville, NC 28831
(828) 350-8950, ext. 201

DESCRIPTION OF WORK:

BUILDERadius, Inc. will provide installation, configuration, training, data conversion, and support services as well as BluePrince software licenses to implement the BluePrince software solution for Oconee County. Based upon the proposal to the county dated November 8, 2006, BUILDERadius will provide our full-featured, cutting edge municipal software solution as described in the following Statement of Work.

1.0 Project Scope

This section describes the scope of the project. As the implementation progresses, any additional items that are not included in this section will require a change order for additional professional services and fees. The following is a more detailed explanation of the scope.

1. Installation of BluePrince 2.0

- (1) Evaluation of current infrastructure state and installation recommendations
- (2) Assistance in installation of BluePrince Server, Utilities, and Clients

2. Configuration Assistance and Training, to include the following modules

- (1) Building Permits and Inspections [10 HOURS]
- (2) Zoning Permits and Inspections [10 HOURS]
- (3) Code Enforcement [3 HOURS]
- (4) Simple Project Steps (approval and/or fees only) for the following departments: (Total of [2 HOURS])
 - (a) OHEC Septic
 - (b) Sewer Commission
 - (c) Assessor
- (5) Wireless Inspection Entry training, support, and hardware selection advice [2 HOURS]

On-Site Training and Go-Live Support for 16 hours over 2 days at Oconee County.

3. Data Import, to include the following systems

- (1) Tax Assessors or current master property database
 - (a) Source Data: Manatron
 - (b) One-time, pre-go-live import using BluePrince Property Importer tool
 - (c) Periodic, post-go-live updates using BluePrince Property Importer tool
 - (d) Data Objects to Import:
 1. Properties
 2. Owners
 3. Structures
 4. Variances
 5. Other data objects in the Manatron system that can be reasonably parsed and mapped to the BluePrince schema
- (2) Legacy Permitting System
 - (a) All relevant and existing data that can be reasonably parsed and mapped to the BluePrince schema will be imported into BluePrince.

- (b) Source Data: SBCSI - BDS
- (c) One-time pre-live import with the BluePrince BDS Import tool
- (d) Data Objects to import:
 - 1. Building Permits
 - 2. Inspections
 - 3. Contractors
 - 4. Properties
 - 5. Owners
 - 6. Other data objects in the SCBBI system that can be reasonably parsed and mapped to the BluePrince schema

4. Contractor Services Launch Support

- (1) Setup and Test PayPal Integration – The County reserves the right to determine if the use of PayPal integration is appropriate for its needs and may at its discretion delay this implementation until the such time that all issues are resolved to the County's satisfaction. However the County still requires that this integration be provided by BUILDERadius at such time the County deems it is in the County's best interest. This integration will be considered to be part of the existing Scope of work and provided at no additional cost to Oconee County.
- (2) Pre-Launch Usage Audit and Review to the satisfaction of Oconee County's project manager
- (3) JAdmin (BuildingDepartment.com) Configuration Review
- (4) Web Request and Contractor Signup Training – [1 HOUR]

5. Support and Maintenance

- (1) Email support via trouble ticketing system. Available Monday – Friday 8 – 6 PM Eastern Time. Responses within 2 business hours.
- (2) Live messaging service 24 hours per day. Responses within 4 business hours.
- (3) Full VNC (Virtual Network Connection) share screen support with Tech Support.
- (4) 5 hours custom report building*
- (5) Additional Reports billed at \$500.00 per report
- (6) Onsite support/training billed at \$1500.00 per day plus expenses
- (7) Support and Maintenance phase begins 2 weeks after Go-Live, independent of Launch and Project Close-Out events
- (8) BUILDERadius will provide an escalation list of all contacts including the president of the company that will include phone numbers and email addresses.

* BUILDERadius reserves the right to add additional fees or decline the creation of a report if it requires more than 5 hours to create.

2.0 Methodology

This section describes the methodology the BUILDERadius Systems Engineering (SE) team will utilize to the implementation of the BluePrince software solution for Oconee County. Evaluation, planning, and training are based on industry best practices that have been identified and fine-tuned by BUILDERadius based on our cumulative understanding of jurisdictions' needs and operational procedures. The times and durations of tasks listed below (in hours or days) are provided as indicators of approximate level of effort and are only rough estimates.

- 1. **Kickoff Meeting** – The kickoff meeting is the first official meeting for this project and will be used to confirm the scope, timeline, roles, and deadlines. The BUILDERadius Implementation Manager will lead this meeting and will use this Statement of Work as a baseline to affirm the above for this project. Any changes to the scope, timeline, roles, and deadlines will be handled according to the BUILDERadius change control methodology.
 - A. Identify Customer Roles

- (1) Project Manager
 - (2) IT Contact
 - (3) Primary and Ultimate escalation contacts
 - (4) Key Departmental Contacts:
 - (a) Planning/Zoning
 - (b) Building Inspections
 - (c) Code Enforcement
 - (d) DHEC Septic
 - (e) Sewer Commission
 - (f) Assessor
 - B. Identify BUILDERadius Roles:
 - (1) Territory Manager (TM)
 - (2) Implementation Manager
 - (3) Primary and Ultimate escalation contacts
 - (4) System Engineers (SE's)
 - (a) Installation/Upgrade
 - (b) Configuration and Training
 - (c) Data Import
 - (d) Launch
2. **Evaluation of Current State** – A BUILDERadius SE will work with your IT staff to evaluate your IT environment and make recommendations to ensure the optimal performance of the BluePrince solution.
- A. Environment
 - (1) Hardware
 - (2) Software
 - (3) Connectivity to internet and security
 - (4) Network
 - B. Usage
 - (1) Number of proposed departments
 - (2) Number of proposed users
 - (3) Volume of proposed data
3. **Software Installation** – A BUILDERadius installation SE will walk your IT contact through the installation process.
- A. Establish a primary, secondary and backup IT Contact responsible for working with BUILDERadius.
 - B. Designate the hardware to be used for the BluePrince Server. Preferably a stand-alone system running no other software.
 - C. Install will take approximately 1 hour with full on-line and phone support from a BUILDERadius systems engineer.
 - D. Post-install Configuration will take place directly after the installation of the software and will take approximately 2 hours.
 - E. Client installation on each end user machine.
4. **Data Import** – A BUILDERadius Data Import SE will help configure existing import utilities and/or create one-time custom import scripts to convert data from legacy systems to be replaced by BluePrince.
- A. Manatee Data Import:
 - (1) The current expectation is that this data may not be available until February. If so, it's possible that the import will not be complete by Go-Live, requiring a post-go-live import.
 - (2) Data must be provided in a tab or comma delimited ASCII format.
 - (3) Data must have descriptive file headings or be accompanied by an additional file giving a description of each field.
 - (4) This import utility will be provided to Osceola County as part of the Scope of work and at no additional cost.

B. SBCCI Data Import

- (1) Any BDS data must be provided to BUILDERadius by the end of Week 2 in the implementation timeline.
- (2) Imported data will be provided in the BluePrince schema to Oconee County for review three weeks prior to the Go-Live Date, March 26, 2007.
- (3) Primary IT contact must re-upload all SBCCI data to the BUILDERadius FTP site by 5:00 PM EST one business day prior to Go-Live date for final import into BluePrince.
- (4) Data for the final import into BluePrince must be provided in the exact format as the Data from the initial import. Unexpected modifications to anticipated file formats may result in a delay of going live.

The County will agree to the above if the only requirement is that Oconee County provide the data as defined in "Extracting BDS Data.doc" and, having followed those instructions and having delivered this data to BUILDERadius, the County will have completed its portion of the data conversion (SBCCI Data). The remaining responsibility for the conversion of the data will rest with BUILDERadius. The County will provide this data following the same instructions to BUILDERadius in the future, as required/requested.

Concerning the Manatron data, the County will provide this data as requested, as it become available.

BUILDERadius agrees that Section B-immediately above-fully defines the responsibilities of both Oconee County and BUILDERadius for the conversion of the SBCCI data.

- 5. Software Configuration Assistance** - A BUILDERadius Installation and Configuration SE will help Key Departmental Contacts configure BluePrince to accurately reflect their business processes through a series of shared desktop configuration sessions. It is the responsibility of BUILDERadius to make sure that the Project Manager and the IT Contact are completely satisfied with the final, complete configuration, as can be derived within the existing capabilities of the BluePrince product. This configuration will include all the items listed below and are included in the scope and price of this contract.

- A. Configure BluePrince basics
- B. User Account Configuration
- C. Establish a list of Project Types and their corresponding steps
- D. Configure Zoning
- E. Configure Building Review
- F. Configure Code Enforcement
- G. Configure Simple Project Steps
- H. The County accepts this change with the understanding as stated in the attached comments that BUILDERadius will make a good faith effort to make sure that the county's needs are met even if such goes over the defined hours at no additional cost to Oconee County.

- 6. Business Process Analysis and Recommendations for Improvement** - As part of the software configuration step, the BUILDERadius SE will evaluate your business processes and determine how to best represent them in the BluePrince software solution. Additionally, where practicable, the BUILDERadius SE will offer recommendations on optimizing existing business processes to eliminate bottlenecks and maximize efficiencies across departments in your jurisdiction.

- A. Capture Building Process from beginning to end for all project types
- B. Payment procedures for Building Process
- C. Understand the detailed requirements for Contractor participation in Building Process
- D. Usage Recommendations (Detail User options and access recommendations)
- E. Process and Procedures Recommendations (What processes what and in what order)

- 7. Customer Training** - A BUILDERadius Training SE will help direct users to the appropriate Self-Service training materials and resources. He or she will also provide Remote Train-The-Trainer instruction over VNC or GoToMeeting shared desktop technology. BUILDERadius will provide the necessary training to the Oconee County Project Manager, IT Contact and the Building Codes director (train-the-trainers) to a level that satisfies the Project Manager. Coordination will be

required between the Oconee County trainers and the BUILDERadius Training SE to maximize their attendance at required training sessions.

Self-Service Training

- A. Certification and Training Mode: 8 Hours per user (at their own pace) Two weeks. Certification is a prerequisite for items C and D below.
- B. On-line Videos, 5 – 15 Hours depending on user interaction with BluePrince.

Instructor-Led Training

C. Remote Train-The-Trainer

- (1) Building Department
- (2) Code Enforcement
- (3) Zoning
- (4) Simple Project Steps
 - (a) Building Inspections
 - (b) Planning/Zoning
 - (c) DHEC Septic
 - (d) Sewer Commission
 - (e) Septic

- D. On-Site Training for users and process optimization consulting 16 hours over 2 days.

- 8. **Testing and Pre-Live Audit** – While key jurisdiction users test the functionality of the configuration prior to going live with the BluePrince Software solution, a BUILDERadius SE will perform a pre-live audit to capture any remaining issues.
 - A. Testing of all modules, permits, fees, user access options and approvals. Key jurisdiction user personnel shall execute this testing.
 - B. Pre-Live Audit: One day for BUILDERadius System Engineer to perform. One week for jurisdiction to implement changes resulting from audit.
 - C. Before Go-Live: BUILDERadius, the Oconee County Project Manager and the IT Contact will agree that all of the above has been complete to Oconee County's satisfaction.
- 9. **Go-Live: April 16, 2007** – On this date all new users and departments covered under the scope of this project will be "live" with the BluePrince software solution.
 - A. This is the deadline by which the following conditions are met:
 - (1) Configuration, Training, Data Import complete
 - (2) All new departments and users begin using BluePrince full time
 - (3) Legacy systems to be replaced are no longer used
 - B. This date is a commitment by Oconee County to BUILDERadius that if not met could result in an amendment to this statement of work with the potential for additional Professional Services fees.
 - C. Support and Maintenance phase begins 2 weeks after Go-Live, independent of Launch and Project Close-Out events.
- 10. **Pre-Launch Audit** – A BUILDERadius SE will perform a quality audit to confirm proper and efficient use of the BluePrince software solution by the jurisdiction staff.
 - A. Two weeks after going live, BUILDERadius will perform a pre-launch audit. This will take one day and will require no participation by Oconee County. A list of observations and recommendations for improvement will then be provided to Oconee County.
 - B. We propose that you implement any recommended changes within a week to get the benefits of a BluePrince system that is optimized for best practices and delivery of quality online contractor services.
- 11. **Launch** – On this date, the jurisdiction may begin signing up contractors to use the online Project Page services.

- A. Jurisdiction users help educate contractors about the services, and initiate the sign-up process from the BluePrints toolbar.
- B. Jurisdiction users distribute pamphlets to contractors giving information about the services to be provided.
- C. Contractors start applying for permits and requesting inspections online.
- D. Jurisdiction may choose to support online payments via Pay-Pal to allow contractors to pay for their permits and other fees online.

3.0 Assumptions

Based upon BUILDERadius' experience, in order to successfully implement the BluePrints software solution for Oconee County by April 15, 2007, the following assumptions have been made:

1. Oconee County will assign a Project Manager as the single point of contact and escalation for all project related issues. This Project Manager will be the primary interface for the BUILDERadius Implementation Manager and will be responsible for facilitating the efforts and escalations with the County employees and key departmental contacts to ensure that the project milestones and deadlines are met. Additionally, this Project Manager will ensure participation by key County employees in a weekly status review meeting hosted by the BUILDERadius Implementation manager.
2. Oconee County will provide a comprehensive overview of the building project workflow and all associated documentation. This should include zoning, permitting, inspections, code enforcement, licensing, property, and departmental approvals relevant to the building process.
3. Oconee County will provide zoning, permitting, inspections, code enforcement, licensing, addressing, and other relevant data in electronic format to BUILDERadius as early in the implementation process as possible. Oconee County only responsibility for this data is defined in section 4, data import.
4. BUILDERadius will make its best efforts to import as much of the legacy data provided by Oconee County as possible and to do so as cleanly as possible; however, 100% data conversion cannot be guaranteed, and BUILDERadius is not required to resolve data integrity/cleanliness issues that are native to the legacy system. BUILDERadius is required to make the effort as defined on Page 10 of the RFP.
5. Appropriate minimum system requirements will be in place as defined by the BUILDERadius Project Manager after the system capabilities assessment and the BUILDERadius engineering team has completed verification process.
6. For mobile inspection entry to be available to County inspectors, necessary wireless hardware (i.e. Blackberry or other web-enabled phones) with activated service must be in place no less than two weeks prior to the launch date above. BUILDERadius will provide up to 2 hours of training and support as part of this contract to the County within a year from the Go Live date (April 2007) for training and support of wireless hardware and will advise Oconee County as to the best possible hardware for this purpose as part of this contract and at no additional cost. Oconee County has in consultation with BUILDERadius decided to adopt Laptops as the answer to Mobile computing. This hardware update may be implemented some time after July 2007.
7. Oconee County will be open to business process optimization enabled by the BluePrints software solution and recommended by the BUILDERadius systems engineering team. Current usage standards and practices may have to be altered and/or updated in order to accommodate new process flow inherent in BluePrints 2.0.
8. Oconee County will dedicate uninterrupted time of appropriate personnel for training and configuration assistance. The jurisdiction users who participate in the "Train-The-Trainer" sessions with BUILDERadius trainers will lead a large number of the total training hours. The number of hours of remote training and configuration assistance led by a dedicated BUILDERadius System Engineer can be found in section 1.2.

- A. Oconee County will make its best effort to maximize attendance in the training sessions and cooperate with the BUILDERadius team so the number of training sessions will be kept to a minimum.
 - B. Any onsite training requested (not included in this statement of work) will be at a \$1500 per day rate.
8. Oconee County will make its best effort to enable VNC or "GoToMeeting" for the purposes of shared desktop functionality needed for training and configuration tasks.
 10. Oconee County will allow for email communications to and from builderadius.com and its domain aliases.
 11. Oconee County will allow outbound Internet access to the BUILDERadius website and its aliases from each client and the server.
 12. Oconee County will make its best effort to maximize the uptime for the process that synchronizes the County building department database with the BUILDERadius database. This process typically runs on the server that hosts the BluePrince database.
 13. Oconee County will commit all appropriate resources to meeting the deadlines stated above.
 14. Oconee County understands that while BluePrince is a highly configurable software package, it is not custom software. Any and all enhancement requests will need to be considered by BUILDERadius for incorporation into BluePrince. Enhancement requests will be submitted to the BUILDERadius Implementation Manager utilizing the Change Order Request. Depending upon the complexity and anticipated cost of the requested enhancement, a quote may be generated and provided to the jurisdiction.

4.0 License Agreement

Understanding BUILDERadius, Inc. (BUILDERadius) currently provides its BluePrince™ software to building departments in an effort to facilitate the flow of information between building departments, contractors and others. In return for the license granted below, you agree to (a) make a good faith effort to implement the use of BluePrince™ by engaging in training, testing and software deployment, (b) inform local contractors of services available at BuildingDepartment.com, (c) maintain your building department's dedicated internet connection, and (d) provide BUILDERadius full access to the building department's database for the purposes of software support, backup and hosting of the online services available through BuildingDepartment.com. In an effort to open public records to the public, BUILDERadius offers property, permit and inspection data at BuildingDepartment.com and BuildFax.com. If your county, county or state requires an open records request to release building department data, this Agreement will serve as an ongoing request for property, permit, inspection and other data collected and maintained by you in the BluePrince™ database. In addition, you agree that (e) BUILDERadius may offer your contractors convenient services on an opt-in basis at a nominal monthly subscription fee, including, but not limited to, online permit applications and wireless inspection requests, (f) BUILDERadius may offer its data services and sponsorships to manufacturers and distributors of building materials, also at a nominal monthly subscription fee, (g) BUILDERadius may offer its data services to area professionals seeking property information at a nominal subscription fee, and (h) that BUILDERadius shall have all rights to all of the fees it collects pursuant to any of the services described above. Oconee County has opted to pay for the unlimited contractor accounts which will preclude item e above since Oconee County is paying for those services. These online contractor services include the basic, extended, and premium service levels found at www.buildingdepartment.com. Basic services give contractors access to a project page that is specific for their contractor account. Some functionality includes the ability to apply for permits online and request inspections online. Extended services include everything in basic, but allows for wireless texts of inspection results to be sent to contractor cell phones. The premium service level caters to big builders and allows the contracting firm to have multiple project pages under one account. If Oconee County chooses not to renew the annual contract to pay for the contractor account services, BUILDERadius reserves the right to charge the contractors that continue to use the service.

License Grant / Restrictions. During the term of this Agreement, and provided you comply with the terms of this Agreement, BUILDERadius grants you a nonexclusive and nontransferable license to use *BluePrince™* for your internal business purposes. You may install and use *BluePrince™* on as many computers as is applicable in your jurisdiction, and make copies of *BluePrince™* for backup and archival purposes only. You may not (a) lease, transfer, sell or sublicense *BluePrince™*, (b) remove any proprietary notices or labels on the *BluePrince™* package or within *BluePrince™*, (c) disassemble, decrypt, decompile, reverse engineer, or otherwise tamper with the source code for *BluePrince™* or any part thereof, (d) export *BluePrince™*, as it is restricted by U.S. Export regulations and laws, or (e) use *BluePrince™* to develop any product or service that has the capabilities of or competes with *BluePrince™* or BUILDERadius.

Software Ownership and Copyright. This Agreement does not provide you with any title or ownership of *BluePrince™* or any part thereof, but only a right to use *BluePrince™* in accordance with the terms hereof. All rights, title and interest in and to *BluePrince™* and all portions thereof, are and shall remain with BUILDERadius, including, but not limited to, all (a) copyrights, (b) patents, (c) trademarks, (d) trade secrets, and (e) other intellectual property rights. *BluePrince™* is a trademark of BUILDERadius and is protected by applicable trademark laws.

No Liability for Direct or Indirect Damages. *BluePrince™* is provided to you "AS IS" and BUILDERadius makes no warranties with respect to *BluePrince™*, either expressed or implied. You agree that in no event shall BUILDERadius be liable to you or any other party for any damages whatsoever arising out of your use of *BluePrince™* or its failure to perform to your expectations, including, without limitation, direct, indirect, consequential, incidental, or special damages. In addition, in no event shall BUILDERadius be liable to you or any other party, and you agree to indemnify and hold BUILDERadius harmless, for any damages whatsoever arising out of errors or inaccuracies contained in your database, including, without limitation, direct, indirect, consequential, incidental, or special damages. It should be noted that some information from Oconee County that may be considered confidential, will be in the possession of BUILDERadius. If this information is released then Oconee County will not be responsible or liable for such an occurrence and BUILDERadius would assume full responsibility.

Data Ownership. BUILDERadius recognizes that there may be some data that falls outside the FOI sanctuary contained within the database, including sensitive information about Oconee County, its building, its permits and other such related data. This data, if it were to fall outside the generally accepted FOI realm, would remain the property of Oconee County and that if and when this agreement is terminated that a good faith effort by BUILDERadius to destroy or return such data to Oconee County will be made.

5.0 Timeline

<u>EVENT</u>	<u>RESPONSIBLE PARTY</u>	<u>TIMING</u>
Project Kickoff Meeting	BUILDERadius Territory Manager and Implementation Manager; Customer Project Manager and Key Departmental Contacts	Week 1 – January 13, 2007
Evaluation of Current State	BUILDERadius System Engineer and Customer Project Manager (for Usage) and Customer IT Contact (for Environment)	Week 1
Business Process Analysis and Recommendations for Improvement	BUILDERadius System Engineer and Customer Key Departmental Contacts	Concurrent with Software Configuration and Customer Training Events
Software Installation	BUILDERadius Installation and Configuration System Engineer; Customer IT Contact (Recommended On-site)	Week 2 or 3
Data Import	It will be the responsibility of BUILDERadius to convert the data from the current SBCOI application as provided for in the RFP and the vendor response. Oconee County IT staff is responsible for assisting BUILDERadius in acquiring the data from their systems.	Week 3-5
Software Configuration	BUILDERadius Installation and Configuration System Engineer; Customer Key Departmental Contacts	Weeks 3-5
Customer Training	BUILDERadius Training System Engineer; Customer Users	Weeks 2 – 12
Testing and Pre-Live Audit	BUILDERadius System Engineer; Customer Users (Recommended On-site)	Weeks 9-13
Go-Live	BUILDERadius System Engineer; Customer IT Contact	Week 14 – April 16, 2007
Pre-Launch Audit	BUILDERadius Launch Engineer; Customer Project Manager	Week 15
Launch	BUILDERadius Launch Engineer; Customer Project Manager	Week 16
Project Close Out Meeting	Review Statement of Work and Change Orders with Project Manager and Key Departmental Contacts to close the Implementation phase and officially move to the Support phase.	April 30, 2007

6.0 Pricing and Payment Terms

One Time Professional Services Cost

Item	
Permitting and Inspection Module (Development Project Management)	30,000.00
Code Enforcement Module and Zoning Modules	8,000.00
Lump Sum Cost for all items above	\$38,000.00

For each software module chosen, services include Configuration, Training, Project management, Testing, and Audits.

Recurring Costs

Item	Total Cost
Annual Support	6,000.00
Unlimited Online Contractor Accounts	5,000.00
Total Annual Recurring Cost	\$11,000.00

Terms:

This is a fixed price based on the scope outlined in this document and will only be adjusted through a written change order agreed to and signed by both parties. Both parties recognize the importance of meeting the targeted Go-Live date of April 16, 2007. Hitting this date is dependent upon a successful project kickoff during the week of January 15, 2007 and both parties meeting the responsibilities outlined in this agreement. If the Go-Live date is missed as a result of delays on the part of Oconee County then BUILDERadius reserves the right to postpone the go live date to a later date as determined by the BUILDERadius management team. Any delays that are communicated throughout the implementation process and mutually agreed to in writing by both parties will have no penalties associated with them. This is the preferred way to manage any change in schedule.

The Support and Maintenance and Unlimited Online Contractor Account period commences two weeks after the Go-Live date on April 30, 2007 and are valid through April 29, 2008.

Invoice schedule:

1st Invoice Payment: 64.47% of Professional Services Cost - \$24,500.00. Payment is due no later than 5 business days after the installation of the software program. Installation is slated to occur during the week of January 15, 2007.

2nd Invoice Payment: 35.53% of Professional Services Cost - \$13,500.00 and 100% of year one Recurring Costs - \$11,000.00. Total Payment amount \$24,500.00. Payment is due no later than 5 business days from the "Go-Live" date. "Go-Live" is scheduled to take place on April 15, 2007.

Delivery of this contract signed by an authorized Oconee County agent is required prior to the Project Kickoff scheduled for the week of January 15, 2007. If signed contract is not delivered to BUILDE Radius during this week, a modified version of this contract would have to be created reflecting a new timeline.

AUTHORIZED SIGNATURE

BUILDERadius, Inc.

Date

Authorized Signature

Name Printed

Title

ACCEPTANCE SIGNATURE

Oconee County, SC

1/16/07

Date

Authorized Signature

Marion E. Lykes

Name Printed

Council Chair

Title

Purchase Order Number: (if applicable)

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: ^{1/16/07} January 2, 2007

COUNCIL MEETING TIME: 3:00pm 7:00pm

ITEM TITLE OR DESCRIPTION:

An agreement to commit funds for renewal of a maintenance agreement with ESRI.

BACKGROUND OR HISTORY:

As part of the normal renewal of the maintenance of this software, this contract must also be renewed. This software is critical to the ongoing GIS (Graphical Information Systems) of the County. ESRI is the primary supplier of this software and this contract is only to renew software support and maintenance on software that the County already owns.

BID SOLICITATION HISTORY:

SPECIAL CONSIDERATIONS OR CONCERNS:

STAFF RECOMMENDATION FOR COUNCIL ACTION:

To approve this contract for the software maintenance with ESRI for this GIS software.

FINANCIAL IMPACT:

This is an annual recurring cost - this year, if approved, it will be approximately \$17,115.00 as provided by the attached quote. This expense will be paid for by funds that have been approved for this purpose and are in budget line item (010-711-30056)


ATTACHMENTS:

- 1. Maintenance contract with ESRI

Submitted or Prepared By:


Marianne A. Dillard, Procurement Director

Approved for Submittal to Council:


Tom Hendricks, County Administrator

Reviewed By/ Initials:

_____ County Attorney

_____ Finance

 _____ Department

C: Clerk to Council

**ESRI**

380 New York Street
 Redlands, CA 92373
 Phone: 951-377-4575/997
 Fax #: 951-377-9993

Quotation

Date: 07/13/2006

Quotation Number: 26211976

COUNTY OF COONEE
 INFORMATION TECHNOLOGIES DEPT
 415 S PINE ST
 WALHALLA SC 29691
 Attn: Richard Reeves

Send Purchase Orders To:

ESRI, Inc.
 380 New York Street
 Redlands, CA 92373-8100
 Attn: Martin Jackson

Please include the following remittance address on your Purchase Order:

ESRI, Inc.
 File #04830
 Los Angeles, CA 90074-4630

Customer Number: 151353

For questions regarding this document, please contact Customer Service at 951-377-4575.

Item	Qty	Product#	Unit Price	Extended Price
10	1	52384 ArcInfo Floating Primary Maintenance Start Date: 10/16/2006 End Date: 10/15/2007	3,000.00	3,000.00
11	1	88497 ArcEditor Concurrent Use Primary Maintenance Start Date: 10/16/2006 End Date: 10/15/2007	1,500.00	1,500.00
30	4	88500 ArcEditor Concurrent Use Secondary Maintenance Start Date: 10/16/2006 End Date: 10/15/2007	1,200.00	4,800.00
40	1	87232 ArcGIS Spatial Analyst Concurrent Use Primary Maintenance Start Date: 10/16/2006 End Date: 10/15/2007	500.00	500.00
50	1	98898 ArcGIS Publisher Concurrent Use Primary Maintenance Start Date: 10/16/2006	500.00	500.00

This quotation is valid for 90 days and is subject to your ESRI License Agreement. The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (ESRI).

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience to your organization's budgetary purposes. ESRI reserves the right to adjust and collect sales and/or use taxes on the actual date of invoicing. If your organization is for example or pays state taxes directly, then prior to invoicing, your organization must provide ESRI with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Issued By: Martin Jackson**Ext:** 3937

12/24/2006

To expedite your order, please reference your customer number and this quotation number on your purchase order.

**ESRI**

360 New York Street
 REDLANDS, CA 92373
 Phone: 866-377-4873/9507
 Fax #: 909-307-3083

Quotation

Page 2

Date: 07/13/2006

Quotation Number: 252*1976

Item	Qty	Product#	Unit Price	Extended Price
		End Date: 10/15/2007		
60	1	87152 ArcView Single Use Primary Maintenance Start Date: 10/16/2006 End Date: 10/15/2007	400.00	400.00
70	2	87193 ArcView Single Use Secondary Maintenance Start Date: 10/16/2006 End Date: 10/15/2007	300.00	600.00
80	1	87213 ArcSDE Developer Support Group Maintenance for One Server Two CPUs and Five Read and Write Connections Start Date: 10/16/2006 End Date: 10/15/2007	3,000.00	3,000.00
90	1	97534 ArcMS One Server Two CPUs Maintenance Start Date: 10/16/2006 End Date: 10/15/2007	2,000.00	2,000.00
			Subtotal	18,300.00
			Shipping & Handling	0.00
			Estimated Taxes	815.00
			Total	\$ 17,115.00

This quotation is valid for 90 days and is subject to your ESRI License Agreement. The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (ESRI).

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. ESRI reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide ESRI with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Issued By: Martin Jackson

Ext: 3937

jacksonm

To expedite your order, please reference your customer number and this quotation number on your purchase order.



ESRI

380 New York Street
REDLANDS, CA 92375
Phone: 916-377-4575/3837
Fax #: 309-507-3085

Quotation

Page 3

Date: 07/13/2006

Quotation Number: 25211976

Item	Qty	Product#	Unit Price	Extended Price
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BY SIGNING BELOW, YOU ARE INDICATING THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION. DO NOT USE THIS FORM FOR ORDER ACTIVATION IF YOUR ORGANIZATION WILL NOT HONOR AND PAY AN INVOICE THAT HAS BEEN ISSUED AT YOUR DIRECTION WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

To expedite your order, either attach a copy of this quotation to your purchase order when it is remitted to ESRI, or sign below and return this quotation to indicate your acceptance. ESRI's address and fax number are provided on the first page of this quotation.

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax ESRI the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, State, or local government agency, an educational facility, or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

By signing below, you are authorizing ESRI to issue a software maintenance invoice in the amount of: \$ 17,114.38 plus sales taxes if applicable.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt, please contact me if exempt information is not currently on file with ESRI.



Signature of Authorized Representative

11/23/09

Date

MARTIN E. JACKSON

Name (Please Print)

CHAIRMAN, BOARD COUNTY COURSE 14

Title

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SUBJECT: MAINTENANCE QUOTE

DATE: 09/14/2006
TO: Richard Reavas
ORGANIZATION: COUNTY OF OCONEE
INFORMATION TECHNOLOGIES DEPT
FAX #: 864-638-4241 PHONE #: 864-638-4251
FROM: Martin Jackson
FAX #: 909-307-3083 PHONE #: 888-377-4575 Ext. 9937
EMAIL: mjackson@esri.com

Number of pages transmitted
(including this cover sheet): 4

QUOTATION #25211876

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If you have any questions or need additional information, please contact Customer Service at 888-377-4575.

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: ^{1/12/07} January 2, 2007

COUNCIL MEETING TIME: 3:00 pm 7:00 PM

ITEM TITLE OR DESCRIPTION:

An agreement to provide Oconee County a Temporary Server License for the Conversion of the Data currently in the QS/I Assessor System.

BACKGROUND OR HISTORY:

As part of the conversion process from the Currently Assessor's QS/I computer system, the Information Technologies deemed that the most effective method would be to allow a second QS/I system to be set up on a separate computer, which would require a second license from QS/I. This second system would remove the concern that some of the critical Assessor's data would be modified inadvertently and, in general, would reduce problems.

STAFF RECOMMENDATION FOR COUNCIL ACTION:

To approve this contract for a second temporary License to run the QS/I Server.

FINANCIAL IMPACT:

This is a one time cost of \$3,500.00 that would be funded by the Assessor's office from budget code (010-301-50840). The contract is attached.

ATTACHMENTS:

1. Contract with QS/I Data Systems

Submitted or Prepared By:


Marianne A. Dillard, Procurement Director

Approved for Submittal to Council:


Tom Hendricks, County Administrator

Reviewed By/ Initials:

_____ County Attorney

_____ Finance

 _____ Department

C: Clerk to Council



QS/1 Data Systems Fax Cover Page

To: Richard Reeves
Fax: 8647181013
Subject:
Date: 11/27/2006 11:16:32 AM
Pages: 4, including cover page

From: Lori Chisom
E-mail:
Phone: 800-845-7558
Fax: 864-253-8690
Company: QS/1 Data Systems
Address: P. O. Box 6052
Spartanburg, SC 29304

810-301-6840



LAW ENFORCEMENT



**AN AGREEMENT TO PROVIDE OCONEE COUNTY A TEMPORARY LICENSE
FOR THE CONVERSION OF THE QS/1 ASSESSOR SYSTEM**
November 21, 2006

This and the accompanying License Agreement are a proposal to allow Oconee County to make a duplicate of the QS/1 Tax system (server, programs, client software, and data files) onto one additional host computer for the purpose of converting the assessor data to the County's new system. As noted in the License Agreement, QS/1 maintains ownership of the software, and the County agrees to exercise due diligence in insuring that this copy of the software is used only for the intended purpose - the conversion of the assessor's data to the County's new system. This license will be in effect from the date of execution of this agreement until June 30, 2007.

TEMPORARY LICENSE FOR THE QS/1 TAX SYSTEM \$5,500.00

Payment is due in full 30 days from the date of execution of this agreement.

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT (hereinafter "Agreement") is made this _____ day of _____, 2006, between J M Smith Corporation d/b/a SMTI DATA PROCESSING (hereinafter referred to collectively as "Licensor") and SDF and OCONEE COUNTY (hereinafter "Licensee").

1. RECITALS

J M SMITH CORPORATION, d/b/a Smith Data Processing, a South Carolina Corporation, is the Licensor of the SDF software. A TEMPORARY LICENSE FOR THE SDF TAX SOFTWARE (hereinafter referred to as the "System"), to be used on the computer equipment set forth on Exhibit A or such other computer equipment as Licensee may approve in writing.

2. LICENSE

1.1 Grant of License. Licensee grants to Licensee, pursuant to the following terms and conditions, a temporary non-exclusive, non-transferable license to use Licensor's software ("Software").

1.2 Use of Software by Licensee. The License granted under this Agreement authorizes Licensee to use the Software in machine-readable form on a single central processing unit (hereinafter "CPU"). The Software shall be used only for Licensee's computer files of its Assessor data.

3. CONSIDERATION

In consideration of the foregoing license, Licensee shall pay Licensor the sum set forth on Exhibit A. Any equipment to be provided by Licensor shall be furnished in accordance with the schedule set forth on Exhibit A.

4. COPIES

Licensee shall not copy or duplicate in whole or in part the Software provided under this agreement in computer readable form except as is necessary to set up a single copy for operation purposes. Licensee shall have no other right to copy or print, in whole or in part, the Software without the prior approval of the Licensor. All copies made by Licensee are the exclusive property of Licensor.

5. SOFTWARE OWNERSHIP

5.1 Licensor's Representation. Licensee represents that it is the owner of the Software and all portions thereof.

5.2 Modifications. Only Licensor shall have the right to modify, amend, enhance or otherwise alter the Software.

5.3 Transfer. Under no circumstances shall Licensee transfer in any manner, in whole or in part, the Software or any copy thereof, without Licensor's prior written consent.

6. TITLE TO SOFTWARE AND CONFIDENTIALITY

The Software is proprietary to Licensor and title to it remains with Licensor. All applicable rights to trade secrets or any modifications or enhancements made by Licensor or its licensee's reseller shall remain with Licensor. Licensee shall not sell, publish, disclose, display or otherwise make available the Software or copies thereof to others except as a part of the operation of the Assessor data. Licensee agrees to secure and protect the Software in a manner consistent with the maintenance of Licensor's rights therein and to take appropriate action by instruction or agreement with its employees, agents or consultants who are permitted access to the Software to satisfy Licensor's obligations hereunder.

7. PATENT AND COPYRIGHT INDEMNIFICATION

Licensee is neither authorized nor obligated to defend any action brought against the Licensee or the licensor that it is based on a claim that the Software used within the scope of the license granted hereunder, infringes a copyright in the United States or a United States patent. Licensor, at its own expense, will defend any action brought against Licensee to the extent it is based on a claim that the Software used within the scope of this agreement, infringes any patent, copyright, license, trade secret or any other proprietary right, provided that the Licensor is immediately notified in writing of such a claim. Licensor shall have the right to amend the defense of all such claims, answers and other proceedings. In no event shall Licensee settle any such claim, lawsuit or proceeding without Licensor's prior written approval. Licensor shall have no liability for any claim under this section if a claim for patent, copyright, license or trade secret infringement is based on the use of a superseded or altered version of the Software, if such infringement would have been avoided by the use of the latest commercial version of the Software available as an update.

8. DELIVERY AND ACCEPTANCE

Licensor shall deliver the Software at the location designated in Exhibit A. Licensee shall be deemed to have accepted the Software as of the execution date of this agreement.

9. HARDWARE REQUIREMENTS

Because of compatibility requirements, Licensee agrees that it will use the system only in conjunction with the computer equipment as set forth on the current Exhibit A or such other computer equipment as Licensee may approve in writing.

10. WARRANTY

Liability Limitation. Licensor shall have no liability with respect to its obligations under the Agreement for consequential, exemplary, or incidental damages even if it has been advised of the possibility of such damages. Licensor's sole liability, including liability arising out of contract, negligence and strict liability in tort, shall not exceed any amounts paid by Licensee for the Software.

11. RESPONSIBILITIES OF LICENSEE

11.1 Use by Licensee. Licensee has no control over the conditions under which Licensee makes use of the Software, in that Licensor does not and cannot warrant the results obtained by such use. The Licensee shall be exclusively responsible for the supervision, management and control of its use of the Software, including but not limited to such aspects and ongoing methods: establishing security, backup plans, and implementing sufficient procedures and checkpoints to satisfy its requirements for security and recovery of input and output as well as restore and recovery in the event of a malfunction.

11.2 Responsibility for Accuracy of Information. Licensee shall remain solely responsible for the accuracy of information obtained from the use of the Software and the use of such information, even if any inaccuracies arise from Software errors or malfunctions. Specifically, and without limitation, Licensee shall remain solely responsible for procedures performed or information provided to third parties and shall indemnify and hold Licensor harmless from any claim arising therefrom.

12. TAXES

Licensee shall, in addition to the other amounts payable under the Agreement, pay all sales, use, value added or other taxes, federal, state or otherwise, however assigned, which are levied or imposed by reason of the transactions contemplated by this Agreement, unless expressly exempted therefrom.

13. ASSIGNMENT

The license granted hereby shall terminate automatically upon the sale or transfer by Licensee of all or substantially all of its assets or upon a sale or transfer of a controlling interest (defined to be 30% or more of the fractional ownership of Licensee) in Licensee without the prior written consent of Licensor which consent will not be unreasonably withheld.

14. TERMINATION

Licensor shall have the right to terminate this Agreement and the license granted herein:

- (a) Upon ten (10) days written notice in the event the Licensee, its officers, agents, or employees violate any provision of the Agreement; or
 (b) In the event Licensee (i) terminates or suspends its business, (ii) becomes subject to any bankruptcy or insolvency proceeding under Federal or state statute, (iii) becomes insolvent or becomes subject to direct control by a trustee, receiver or similar authority, or (iv) has wound up or liquidated, voluntarily or otherwise.

In event of termination by reason of Licensee's failure to comply with any term of the Agreement, or upon any act which shall give rise to Licensor's right to terminate, Licensor shall have the right at any time to terminate the license and take immediate possession of the Software and all copies wherever located, without demand or notice. Within thirty (30) days after termination of the license, Licensee will return to Licensor the Software in the form provided by Licensor or as modified or, upon request by Licensor, destroy the Software and all copies, and certify in writing that they have been destroyed. Termination under this paragraph shall not release Licensor of its obligations regarding non-disclosure of the Software.

15. MISCELLANEOUS

15.1 **Complete Agreement.** Each party acknowledges that it has read and understands the Agreement and agrees to be bound by its terms. The parties further agree that this Agreement, including Exhibit A is the complete and exclusive agreement of the Agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral or written, between the parties relating to this Agreement. This Agreement may not be modified or altered except by written instrument duly executed by both parties.

15.2 **Notices.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States Mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

(a) To Licensor: Q57
 Post Office Box 6052
 Spartanburg, SC 29304

(b) To Licensee: As shown as Licensee on the reverse side of this agreement

15.3 **Governing Law and Jurisdiction.** The Agreement and performance hereunder shall be governed by the laws of the State of South Carolina. The sole jurisdiction for any legal proceedings under this Agreement shall be South Carolina.

15.4 **Statute of Limitations.** No action, regardless of form, arising out of this Agreement may be brought by Licensee more than one (1) year after the cause of action accrues.

15.5 **Waiver.** The waiver or failure of Licensor to exercise in any respect any rights provided for herein shall not be deemed a waiver of any further rights hereunder.

15.6 **Severability.** If any provision of this Agreement is invalid, illegal or unenforceable under any application, statute or rule of law, it is to that extent to be deemed nullified, and the remaining provisions shall not be affected in any way.

15.7 **Headings.** The headings of the various Paragraphs and Subparagraphs herein are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the day and year first above written.

WITNESSES:

LICENSOR: J.M. SMITH CORPORATION
 Q57

By _____

Its _____

As to Licensee:

WITNESSES:

LICENSEE: OXSWEE COUNTY

By: MARION E. LYLES

As to Licensee:

Its: COUNCIL CHAIRMAN

WHITE: LICENSEE PINK: SMITH DATA PROCESSING

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: January 16, 2007
COUNCIL MEETING TIME: 7:00pm

ITEM TITLE OR DESCRIPTION:

Request funds from Council Contingency to purchase three "Welcome to Oconee County" Signs.

BACKGROUND OR HISTORY:

In 2004, there were 3 new "Welcome to Oconee County Signs" purchased and placed on Hwy 123 from Clemson, Hwy 183 from Pickens and Hwy 107 from Cashiers. During that procurement procedure, it was noted by Council to purchase 3 of these signs per year until all entrances into the County showed signs with the new County logo.

SPECIAL CONSIDERATIONS OR CONCERNS:

Arts and Historical Commission Chairman noted that no signs were bought in budget year 05-06, nor budgeted for in 06-07. It is recommended that if approved, the three new signs would be placed at Hwy 11 from Pickens County, Hwy 123 from Toccoa and Hwy. 76 from Clayton.

STAFF RECOMMENDATION:

Approve funds from Council Contingency not to exceed \$8,745 for the purchase of three new "Welcome to Oconee County" signs with new logo.

FINANCIAL IMPACT:

Not to exceed \$8745 with funds coming from Council Contingency.

Submitted or Prepared By:

Phil Shirlev, PRT Director
Department Head/Elected Official

Approved for Submittal to Council:


Tom Hendricks, County Administrator

Reviewed By/ Initials:

_____ County Attorney

_____ Finance

_____ Other

AGENDA ITEM SUMMARY
OCCONEE COUNTY, SC
COUNCIL MEETING DATE: January 16, 2007
COUNCIL MEETING TIME: 7:00 pm

ITEM TITLE OR DESCRIPTION:

Second Reading of Ordinance 2007-01, "AN ORDINANCE TO PROVIDE FOR THE ISSUANCE AND SALE OF A NOT EXCEEDING ONE MILLION TWO HUNDRED THOUSAND DOLLAR (\$1,200,000) OCCONEE COUNTY, SOUTH CAROLINA, GENERAL OBLIGATION BOND (KEOWEE FIRE TAX DISTRICT PROJECT), SERIES 2007, TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS SHALL BE EXPENDED; TO PROVIDE FOR THE PAYMENT THEREOF; AND OTHER MATTERS RELATING THERETO"

BACKGROUND OR HISTORY:

On August 19, 2003 the Oconee County Council adopted Ordinance 2003-12, "AN ORDINANCE ESTABLISHING THE KEOWEE FIRE TAX DISTRICT, AND ESTABLISHMENT OF THE KEOWEE FIRE COMMISSION, AND RENAMING OF THE KEOWEE KEY FIRE DEPARTMENT". This ordinance was amended by Ordinance 2006-13, "AN ORDINANCE AMENDING ORDINANCE 2003-12 WHICH ESTABLISHED THE KEOWEE FIRE TAX DISTRICT AND THE KEOWEE FIRE COMMISSION".

SPECIAL CONSIDERATIONS OR CONCERNS:

This general obligation bond, although approved as a County Ordinance will not go against the County's bonding capacity. This general obligation bond will be used for the construction of a new substation and expanding the current the current headquarters for the Keowee Fire Tax District.

STAFF RECOMMENDATION FOR COUNCIL ACTION:

Staff recommends Council consider second reading of this ordinance with the public hearing and third and final reading scheduled February 6, 2007.

FINANCIAL IMPACT:

No financial impact to the County budget.

ATTACHMENTS:

- (1) Proposed Ordinance
- (2) Exhibits A - E

Submitted or Prepared By:

Opal G. Green

Approved for Submittal to Council:


Tom Hendricks, County Administrator

Reviewed by/initials:

County Attorney

Finance

OCONEE COUNTY COUNCIL

ORDINANCE NO. 2007-01

TO PROVIDE FOR THE ISSUANCE AND SALE OF A NOT EXCEEDING ONE MILLION TWO HUNDRED THOUSAND DOLLAR (\$1,200,000) OCONEE COUNTY, SOUTH CAROLINA, GENERAL OBLIGATION BOND (KEOWEE FIRE TAX DISTRICT PROJECT), SERIES 2007; TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS SHALL BE EXPENDED; TO PROVIDE FOR THE PAYMENT THEREOF; AND OTHER MATTERS RELATING THERETO.

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- EXHIBIT A - FORM OF NOTICE OF PUBLIC HEARING
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- EXHIBIT D - FORM OF SUMMARY NOTICE OF SALE
- EXHIBIT E - NOTICE OF ADOPTION OF ORDINANCE

BE IT ORDAINED BY THE COUNTY COUNCIL OF OCONEE COUNTY, SOUTH CAROLINA IN MEETING DULY ASSEMBLED:

ARTICLE I

FINDINGS OF FACT

As an incident to the adoption of this Ordinance and the issuance of the bond provided for herein, the County Council of Oconee County (the "Council"), the governing body of Oconee County, South Carolina (the "County"), finds that the facts set forth in this Article exist, and the statements made with respect thereto are true and correct.

Section 1.01 Objectives

(a) Pursuant to the provisions of Section 4-9-30(5) of the South Carolina Code and an ordinance (the "County Ordinance") enacted on August 19, 2005, as amended, the Council created the Keowee Fire Tax District (the "Keowee Fire Tax District") to provide fire protection services in a portion of the County.

(b) By virtue of Chapter 15 of Title 4, as supplemented by Section 11-27-40 of the South Carolina Code, the County is empowered to issue general obligation bonds for any "authorized purpose" as therein defined. The above-referenced chapter and section of the South Carolina Code are hereinafter collectively referred to as the "Enabling Act".

(c) After due investigation, the Council has determined that it is in the best interest of the County that the County undertake the financing of the costs of (1) constructing a new substation and (2) expanding the current headquarters, both for the Keowee Fire Tax District (collectively, the "Project"). The Council has further determined to issue a general obligation bond of the County, in an aggregate principal amount of not exceeding \$1,200,000, to finance the costs of the Project and to be initially repayable from ad valorem taxes collected within the Keowee Fire Tax District. In authorizing the issuance of such general obligation bond, the Council finds that the benefits arising from the Project will accrue to all persons and property within the Keowee Fire Tax District.

Section 1.02 Recital of Applicable Constitutional Provisions

Section 14(7) of Article X of the Constitution of the State of South Carolina (the "State Constitution") provides that the counties of the State may issue bonded indebtedness without regard to their constitutional debt limitation provided such bonded indebtedness is issued pursuant to Section 12 of Article X of the State Constitution. Section 12 of Article X of the State Constitution allows counties to incur bonded indebtedness for fire protection benefiting only a particular geographical section of the County provided that a special assessment, tax or service charge in an amount designed to provide debt service on bonded indebtedness or revenue bonds incurred for such purpose shall be imposed upon the area or persons receiving the benefit therefrom. The County will, pursuant to this Ordinance, impose an ad valorem tax, without limit, on the Keowee Fire Tax District sufficient to defray the debt service on the proposed bond. Thus, with respect to the proposed bond of the County referred to in Section 1.01(c) hereof, the Council may cause to be issued a general obligation bond in the aggregate principal amount of not exceeding \$1,200,000 to be repaid from ad valorem taxes collected within the Keowee Fire Tax District for the purpose of paying the costs of the Project and issuance costs.

Section 1.03 Holding of Public Hearing and Notice Thereof.

Pursuant to the provisions of Section 4-9-130 of the South Carolina Code, a public hearing, after giving reasonable notice, is required to be conducted prior to the third and final reading of this Ordinance by the Council. In accordance with this provision, a public hearing shall be conducted and due notice shall be provided all as required by said Section 4-9-130. The form of the notice as published in the *Greenville Courier* in the City of Walhalla, South Carolina, *The Daily Journal* in the City of Seneca, South Carolina and the *Westminster News* in the City of Westminster, South Carolina shall be substantially as set forth in Exhibit A attached hereto.

Section 1.04 Notice of Adoption of Ordinance.

Section 4-9-1220 of the South Carolina Code provides that within 60 days following the adoption by the Council of an ordinance authorizing the issuance of general obligation debt, a petition signed by not less than fifteen percent of the qualified electors of the County may be filed with the Clerk to County Council requesting that such ordinance be repealed. However, said Section 4-9-1220 does not apply in the event the Council publishes notice of the adoption of such ordinance in accordance with the provisions of Section 11-27-40(8) of the South Carolina Code. Under said Section 11-27-40(8), a notice signed by five qualified electors requesting the repeal of such ordinance may be filed with the Clerk to County Council and with the Clerk of the Court of Common Pleas of the County within 20 days of the published notice. In accordance with this provision, the notice prescribed thereby shall be published subsequent to the third and final reading of this Ordinance. The notice is to be published substantially in the form attached hereto as Exhibit E.

ARTICLE II

DEFINITIONS AND CONSTRUCTION

Section 2.01 Definitions.

As used in this Ordinance unless the context otherwise requires, the following terms shall have the following respective meanings:

"Administrator" means the County Administrator of the County.

"Authorized Investments" means any investments that are at the time legal for investment of the County's funds under the laws of the State of South Carolina and of the United States.

"Authorized Officer" means the Chairman or the Vice-Chairman of the Council or the Administrator and any other officer or employee of the Council designated from time to time as an Authorized Officer by resolution of the Council, and when used with reference to any act or document also means any other person authorized by resolution of the Council to perform such act or sign such document.

"Bond" means the Bond of the County authorized by this Ordinance.

"Bondholder" or "Holder" or "Holders of the Bond" or "Owner" or similar term means, when used with respect to a Bond, any person who shall be registered as the owner of any Bond Outstanding.

"Bond Payment Date" means each April 1 and October 1 on which interest on the Bond shall be payable or on which both principal and interest shall be payable on the Bond.

"Code" means the Internal Revenue Code of 1986, as amended.

"Council" means the Oconee County Council, South Carolina, the governing body of the County or any successor governing body of the County.

"County" means Oconee County, South Carolina.

"Enabling Act" means Chapter 15 of Title 4, as amended, of the South Carolina Code, as amended and supplemented by Section 11-27-40 of the South Carolina Code.

"Escrow Agent" means a financial institution selected by the County.

"Government Obligations" means and includes direct general obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which is fully and unconditionally guaranteed by the United States of America.

"Keowee Fire Tax District" means Keowee Fire Tax District, a special tax district created by the County.

"Ordinance" means this Ordinance as the same may be amended or supplemented from time to time in accordance with the terms hereof.

"Outstanding", when used in this Ordinance with respect to the Bond means, as of any date, the Bond theretofore authenticated and delivered pursuant to this Ordinance except:

(i) any Bond cancelled or delivered to the Registrar for cancellation on or before such date;

(ii) any Bond (or any portion thereof) deemed to have been paid in accordance with the provisions of Section 7.01 hereof; and

(iii) any Bond in lieu of or in exchange for which another Bond shall have been authenticated and delivered pursuant to Section 3.10 of this Ordinance.

"Person" means an individual, a partnership, a corporation, a trust, a trustee, an unincorporated organization, or a government or an agency or political subdivision thereof.

"Project" means those certain public improvements as defined in Section 1.01 hereof.

"Record Date" means the date which is the fifteenth day of the month immediately preceding each Bond Payment Date.

"Registrar" means the County's Clerk to Council.

"South Carolina Code" means the Code of Laws of South Carolina 1976, as amended.

"State" means the State of South Carolina.

Section 2.02 Construction.

In this Ordinance, unless the context otherwise requires:

(a) Articles and Sections referred to by number shall mean the corresponding Articles and Sections of this Ordinance.

(b) The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms refer to this Ordinance, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of adoption of this Ordinance.

(c) Words of the masculine gender shall mean and include correlative words of the female and neuter genders, and words importing the singular number shall mean and include the plural number and vice versa.

ARTICLE III

ISSUANCE OF THE BOND

Section 3.01 Ordering the Issuance of the Bond.

Pursuant to the provisions of the Enabling Act, and for the purpose of obtaining funds to defray the costs of the Project described in Section 1.01 hereof, there shall be issued not exceeding One Million Two Hundred Thousand Dollars (\$1,200,000) aggregate principal amount general obligation bond of the County. Such Bond shall be designated "General Obligation Bond of Oconee County, South Carolina (Kawee Fire Tax District Project)" and shall be designated as "Series 2007."

Section 3.02 Maturity Schedule of the Bond

Unless determined otherwise by the Administrator, interest on the Bond shall be payable on April 1, 2008 (or, if the Bond is not issued until a date which is less than 60 days prior to such date, on October 1, 2008) and semiannually thereafter on April 1 and October 1 of each year until payment of the principal thereof. Subject to the requirements of the Enabling Act, the Bond shall mature on April 1 of such years, beginning not later than April 1, 2008, and ending not later than April 1, 2022, and in such amounts, as shall be determined by the Administrator.

Pursuant to the provisions of Section 4.01 hereof, certain maturities of the Bond have been made subject to redemption at the option of the County.

Section 3.03 Provision for Payment of Interest on the Bond

The original issue date of the Bond shall be the delivery date of the Bond, or such other date as may be selected by the Administrator. The Bond shall be authenticated on the date as it shall be delivered. The Bond shall bear interest from the original issue date if no interest has yet been paid; otherwise from the last date to which interest has been paid and which date is on or prior to the date of such Bond's authentication. The interest payment on the Bond shall be made in accordance with Section 3.04(c) hereof to the Person in whose name the Bond is registered in accordance with Section 3.07 hereof at the close of business on the Record Date with respect to such payment.

Section 3.04 Medium of Payment; Form and Denomination of the Bond; Place of Payment of Principal

(a) The Bond shall be payable as to principal and interest at the rate per annum determined in the manner prescribed by Section 5.01 hereof (on the basis of a 360 day year of twelve 30-day months) in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

(b) The Bond shall be issued in the form of a single, fully registered, typewritten bond and shall be identified by certificate number R-1.

(c) The principal of and the interest on the Bond shall be payable to the Person appearing on the Record Date on the registration books of the County, which books shall be held by the Registrar as provided in Section 3.07 hereof, as the registered owner thereof, by check or draft mailed to such registered owner at his address as it appears on such registration books in sufficient time to reach such registered owner on the Bond Payment Date.

Section 3.05 Agreement to Maintain Registrar

As long as the Bond remains Outstanding, the Clerk to County Council shall be the Registrar and shall upon request inform the Holder as to where (i) the Bond may be presented for registration of transfers and (ii) notices and demands to or upon the County in respect of the Bond may be served.

Section 3.06 Execution and Authentication

(a) The Bond shall be executed in the name and on behalf of the County by the manual signature of an Authorized Officer, with its corporate seal impressed, imprinted or otherwise reproduced thereon, and attested by the manual signature of the Clerk of the County or other Authorized Officer (other than the officer executing the Bond). The Bond bearing the manual signature of any Person who shall have been such an Authorized Officer at the time the Bond was so executed shall bind the County notwithstanding the fact that he may have ceased to be such Authorized Officer prior to the authentication and delivery of the Bond or was not such Authorized Officer at the date of the authentication and delivery of the Bond.

(b) No Bond shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless there shall be endorsed on such Bond a certificate of authentication in the form set forth in this Ordinance, duly executed by the manual signature of the Registrar; and such certificate of authentication upon any Bond executed on behalf of the County shall be conclusive evidence that the Bond so authenticated has been duly issued hereunder and that the Holder thereof is entitled to the benefit of the terms and provisions of this Ordinance.

Section 3.07 Transferability and Registry

The Bond shall at all times, when the same is Outstanding, be payable, both as to principal and interest to a Person, and shall be transferable, only in accordance with the provisions for registration and transfer contained in this Ordinance and in the Bond. So long as the Bond remains Outstanding, the County shall maintain and keep, at its office, books for the registration and transfer of the Bond, and, upon presentation thereof for such purpose, the County shall register or cause to be registered therein, and permit to be transferred thereon, under such reasonable regulations as it may prescribe. So long as the Bond remains Outstanding, the County shall make all necessary provisions to permit the transfer of the Bond.

Section 3.08 Transfer of the Bond

The Bond shall be transferable only upon the books of the County, which shall be maintained for such purpose by the Registrar, upon presentation and surrender thereof by the Holder of such Bond in person or by his attorney duly authorized in writing, together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered Holder or his duly authorized attorney. Upon surrender for transfer of the Bond, the County shall execute and the Registrar shall authenticate and deliver, in the name of the Person who is the transferee, one new Bond of the same principal amount and maturity and rate of interest as the surrendered Bond.

Section 3.09 Regulations with Respect to Transfers

The Bond, if surrendered in any transfer, shall forthwith be cancelled by the Registrar. For each such transfer of the Bond, the County may make a charge sufficient to reimburse itself for any tax, fee or other governmental charge required to be paid with respect to such transfer, which sum or sums shall be paid by the Holder requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer. The County shall not be obligated to (i) issue or transfer the Bond during a period between a Record Date and the next following Bond Payment Date or (ii) following a call for redemption of the Bond.

Section 3.10 Mutilated, Destroyed, Lost and Stolen Bond

(a) If the Bond is mutilated and thereafter surrendered to the County or if the County receives evidence to its satisfaction of the destruction, loss or theft of the Bond, and there is delivered to the County such security or indemnity as may be required by it to save it harmless, then, in the absence of notice that the Bond has been acquired by a *bona fide* purchaser, the County shall execute, and the Registrar shall authenticate and deliver, in exchange for any such mutilated Bond or in lieu of the destroyed, lost or stolen Bond, a new Bond of like term and principal amount, bearing a number unlike that of the mutilated, lost or stolen Bond. The Registrar shall thereupon cancel the mutilated Bond so surrendered. In case the mutilated, destroyed, lost or stolen Bond has become or is to become due and payable within one month, the County in its discretion may, instead of issuing a new Bond, pay such Bond.

(b) Upon the issuance of any new Bond under this Section 3.10, the County may require the payment of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto and any other expenses, including counsel fees or other fees, of the County connected therewith.

(c) Each new Bond issued pursuant to this Section 3.10 in lieu of any destroyed, lost or stolen Bond, shall constitute an additional contractual obligation of the County, whether or not the destroyed, lost or stolen Bond shall at any time be enforceable by anyone, and shall be entitled to all the benefits hereof. The Bond shall be held and owned upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment of a mutilated, destroyed, lost or stolen Bond and shall preclude (to the extent lawful) all other rights or remedies with respect to the replacement or payment of a mutilated, destroyed, lost or stolen Bond or securities.

Section 3.11 Holder as Owner of Bond

The County may treat the Holder of the Bond as the absolute owner thereof, whether the Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes, and payment of the principal and interest shall be made only to, or upon the order of, such Holder. All payments to such Holder shall be valid and effectual to satisfy and discharge

the liability upon the Bond to the extent of the sum or sums so paid, and the County shall not be affected by any notice to the contrary.

Section 3.12 Cancellation of the Bond

The Registrar shall destroy the Bond upon surrender of the same to it for cancellation and shall deliver a certificate to that effect to the County. The Bond shall not be deemed Outstanding under this Ordinance and no Bond shall be issued in lieu thereof.

Section 3.13 Payments Due on Saturdays, Sundays and Holidays

In any case where the Bond Payment Date shall be a Saturday or Sunday or shall be at the place designated for payment, a legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest on or principal of the Bond need not be made on such date but may be made on the next succeeding business day not a Saturday, Sunday or a legal holiday or a day upon which banking institutions are authorized by law to close, with the same force and effect as if made on such Bond Payment Date and no interest shall accrue for the period after such date.

Section 3.14 State Tax Exemption

Both the principal of and interest on the Bond shall be exempt from all State, county, municipal, school district, and all other taxes or assessments of the State, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate, transfer and certain franchise taxes.

Section 3.15 Order of Tax Levy to Pay Principal and Interest of the Bond

For the payment of the principal and interest on the Bond and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the County are hereby irrevocably pledged, and there shall be levied annually by the County Auditor, and collected by the County Treasurer, in the same manner as County taxes are levied and collected, a tax initially on all taxable property in the Keowee Fire Tax District, sufficient to pay the principal of and interest on the Bond as it matures, and to create such sinking fund as may be necessary therefor.

Section 3.16 Notice to Auditor and Treasurer to Levy Tax

The County Auditor and County Treasurer shall be notified of this issue of the Bond and directed to levy and collect, respectively, upon all taxable property in the Keowee Fire Tax District an annual tax sufficient to meet the payment of the principal and interest on said Bond, as the same matures, and to create such sinking fund as may be necessary therefor.

Section 3.17 Form of Bond

The form of the Bond, and registration provisions to be endorsed thereon shall be substantially as set forth in Exhibit B attached hereto and made a part of this Ordinance.

ARTICLE IV

REDEMPTION OR PURCHASE OF THE BOND

Section 4.01 Authorization of Redemption

Optional Redemption. The principal amounts of the Bond maturing subsequent to April 1, 2017, shall be subject to redemption at any time at the option of the County, in whole or in part, and, if in part, in the principal amount as designated by the Council (but only in integral multiples of \$5,000), commencing April 1, 2017, at the redemption price of par, together with accrued interest to the date fixed for redemption, upon 30 days written notice to the Holder. Provided, however, that the Administrator is hereby authorized to make any such adjustment to the redemption price or the applicable date of redemption set forth in the preceding sentence as he shall determine prior to offering the Bond for sale. Upon the date selected for redemption, the Bond shall cease to bear interest, and the Bond shall no longer be considered as Outstanding hereunder. If money sufficient to pay the redemption price and accrued interest has not been paid by the County to the Holder on the redemption date, such Bond shall continue to bear interest until paid at the same rate as it would have borne, had it not been called for redemption, until the same shall have been paid.

Section 4.02 Purchases of the Bond Outstanding

Purchases of the Bond Outstanding may also be made by the County at any time with money available to it from any source. Upon any such purchase the County shall deliver such Bond to the Registrar for cancellation.

ARTICLE V

SALE OF THE BOND

Section 5.01 Determination of Time to Receive Bids – Form of Notice of Sale

The Bond shall be sold at public sale, at a price of not less than par. Bids shall be received until noon (local time) on a date to be selected by the Administrator. The form of the Official Notice of Sale, and the conditions of sale, shall be substantially those set forth in Exhibit C attached hereto and made a part hereof. The Bond shall be advertised for sale in *The Greenville News* or *The Star*, which advertisement shall appear at least once, not less than seven (7) days before the date set for said sale. The date of sale may be adjusted in accordance with Section 11-27-40 of the South Carolina Code. The form of the advertisement may be an abbreviated form of the Official Notice of Sale as shown in Exhibit D attached hereto and made a part hereof.

Section 5.02 Award of the Bond

Upon the receipt of bids for the purchase of the Bond, unless all bids are rejected, the Administrator shall award the Bond to the bidder offering to purchase it at the lowest net interest cost to the County. For the purpose of determining lowest net interest cost, the aggregate of interest on the Bond from the dated date of the Bond, which is the original issue date, until its maturity, less any sum named by way of premium, shall be determined on each bid and the smallest amount to be paid by the County shall reflect lowest net interest cost.

ARTICLE VI

DISPOSITION OF PROCEEDS OF SALE OF THE BOND

Section 6.01 Disposition of Bond Proceeds Including Temporary Investments

The proceeds derived from the sale of the Bond issued pursuant to this Ordinance shall be paid to the County Treasurer, to be deposited in a special fund to the credit of the County, and shall be expended and made use of by the County as follows:

(a) the proceeds shall be expended and made use of by the Council to defray the cost of issuing the Bond and to defray costs of constructing and acquiring the Project or such other project within the Keowee Fire Tax District as approved by supplemental ordinance. Pending the use of Bond proceeds, the same shall be invested and reinvested by the County Treasurer in Authorized Investments. All earnings from such investments shall be applied, at the direction of the Council, either (i) to defray the cost of the Project and if not required for this purpose, then (ii) to pay the first maturing installments of interest on the Bond; and

(b) if any balance remains, it shall be applied to such other capital improvements within the Keowee Fire Tax District as provided by Council pursuant to an ordinance supplemental hereto or held by the County Treasurer in a special fund and used to effect the retirement of the Bond authorized by this Ordinance;

provided, that neither the purchaser nor any Holder of the Bond shall be liable for the proper application of the proceeds thereof.

ARTICLE VII

DEFEASANCE OF THE BOND

Section 7.01 Discharge of Ordinance - Where and How the Bond is Deemed to have been Paid and Defeased

If the Bond issued pursuant to this Ordinance and all interest thereon shall have been paid and discharged, then the obligations of the County under this Ordinance and all other rights granted hereby shall cease and determine. The Bond shall be deemed to have been paid and discharged within the meaning of this Article if the County shall elect to provide for the payment of the Bond prior to its final Bond Payment Date and shall have deposited with the Escrow Agent in an irrevocable trust moneys which shall be sufficient, or Government Obligations, the principal of and interest on which when due will provide moneys, which together with moneys, if any, deposited with the Escrow Agent at the same time, shall be sufficient to pay when due the principal or redemption price and interest due and to become due on the Bond as the same matures.

Neither the Government Obligations nor moneys deposited pursuant to this Section 7.01 nor the principal or interest payments thereon shall be withdrawn or used for any purpose other than, and shall be held in trust by the Escrow Agent for, the payment of the principal of or redemption price and interest on the Bond; provided that any cash received from such principal or interest payments on Government Obligations so deposited, if not then needed for such purpose, shall to the extent practicable, be invested and reinvested in Government Obligations maturing at times and in amounts sufficient to pay when due the principal or redemption price and interest to become due on the Bond on the redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments not required for the payment of the principal

or redemption price and interest may be paid over to the County, as received by the Escrow Agent, free and clear of any trust, lien or pledge.

ARTICLE VIII

CERTAIN TAX CONSIDERATIONS

Section 8.01 General Tax Covenant

The County will comply with all requirements of the Code in order to preserve the tax-exempt status of the Bond, including without limitation, the requirement to file the information report with the Internal Revenue Service. In this connection, the County covenants to execute any and all agreements or other documentation as it may be advised by bond counsel will enable it to comply with this Section 8.01, including its certification on reasonable grounds that the Bond is not an "arbitrage bond" within the meaning of Section 148 of the Code.

Section 8.02 Tax Representations

The County hereby represents and covenants that it will not take any action which will, or fail to take any action which failure will, cause interest on the Bond to become includable in the gross income of the Holder thereof for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of the Bond. Without limiting the generality of the foregoing, the County represents and covenants that:

(a) All property provided by the net proceeds of the Bond will be owned by the County in accordance with the rules governing the ownership of property for federal income tax purposes.

(b) The County shall not permit the proceeds of the Bond or any facility financed with the proceeds of the Bond to be used in any manner that would result in (a) ten percent (10%) or more of such proceeds being considered as having been used directly or indirectly in any trade or business carried on by any natural person or in any activity carried on by a person other than a natural person other than a governmental unit as provided in Section 141(b) of the Code, or (b) five percent (5%) or more of such proceeds being considered as having been used directly or indirectly to make or finance loans to any person other than a governmental unit as provided in Section 141(c) of the Code.

(c) The County is not a party to, nor will the County enter into, any contracts with any person for the use or management of any facility provided with the proceeds of the Bond that do not conform to the guidelines set forth in Revenue Procedure 97-13.

(d) The County will not sell or lease any property provided by the Bond to any person unless it obtains the opinion of nationally recognized bond counsel that such lease or sale will not affect the tax exemption of the Bond.

(e) The Bond will not be federally guaranteed within the meaning of Section 149(b) of the Code. The County will not enter into any leases or sales or service contracts with respect to any facility provided with the proceeds of the Bond with any federal government agency unless it obtains the opinion of nationally recognized bond counsel that such action will not affect the tax exemption of the Bond.

Section 8.03 Exemption from Rebate

The County reasonably expects that it (together with any subordinate entity thereto) will not issue tax-exempt obligations in calendar year 2007 in a principal amount exceeding \$5,000,000. The County has general taxing power within the meaning of Section 148(f)(4)(D)(i) of the Code. The Council covenants that at least 95% of the proceeds of the Bond will be applied to the governmental purposes of the County. Therefore, proceeds of the Bond will be exempt from the arbitrage rebate requirement of Section 148(f)(4)(D) of the Code pursuant to the "small issuer exemption" set forth in Section 1.148-8 of the Treasury Regulations promulgated thereunder. The County expressly covenants, however, to comply with the requirements of Section 148(f) of the Code and to timely calculate and pay to the United States such amounts as are due should the foregoing exemption from rebate be unavailable.

Section 8.04 Qualified Tax-Exempt Obligation

It is expected that during calendar year 2007 the County and all entities subordinate thereto will not borrow on a tax-exempt basis (other than private activity bonds which are not qualified 501(c)(3) bonds as defined in Section 145 of the Code) in the aggregate an amount exceeding \$10,000,000. The Bond is hereby accordingly designated as a "qualified tax-exempt obligation" in accordance with Section 265(b)(3)(B) of the Code.

ARTICLE IV

MISCELLANEOUS

Section 9.01 Failure to Present the Bond

Anything in this Ordinance to the contrary notwithstanding, any money held by the Escrow Agent in trust for the payment and discharge of the Bond, or the interest thereon, which remains unclaimed for such period of time, after the date when such Bond has become due and payable, that the Holder thereof shall no longer be able to enforce the payment thereof, the Escrow Agent shall at the written request of the County pay such money to the County as its absolute property free from trust. The Escrow Agent shall thereupon be released and discharged with respect thereto and the Bondholder shall look only to the County for the payment of such Bond. Provided, however, the Escrow Agent shall forward to the County all moneys which remain unclaimed during a period five (5) years from a Bond Payment Date; and further provided, however, that before being required to make any such payment to the County, the Escrow Agent, at the expense of the County, may conduct such investigations as may in the opinion of the Escrow Agent be necessary to locate the Holder or those who would take if the Holder shall have died.

Section 9.02 Severability of Invalid Provisions

If any one or more of the covenants or agreements provided in this Ordinance should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of the other provisions of this Ordinance.

Section 9.03 Successors

Whenever in this Ordinance the County is named or referred to, it shall be deemed to include any entity, which may succeed to the principal functions and powers of the County, and all the covenants and agreements contained in this Ordinance by or on behalf of the County shall bind and inure to the benefit of said successor whether so expressed or not.

Section 9.04 Ordinance to Constitute Contract

In consideration of the purchase and acceptance of the Bond by those who shall purchase and hold the same from time to time, the provisions of this Ordinance shall be deemed to be and shall constitute a contract between the County and the Holder from time to time of the Bond. Such provisions are covenants and agreements with such Holders which the County hereby determines to be necessary and desirable for the security and payment thereof.

Section 9.05 Filing of Copies of Ordinance

Copies of this Ordinance shall be filed in the office of the Clerk to County Council and the office of the Clerk of Court for the County (as a part of the Transcript of Proceedings).

Section 9.06 Further Action by Officers of County

The proper officers of the County are fully authorized and empowered to take the actions required to implement the provisions of this Ordinance and to furnish such certificates and other proofs as may be required of them, which include but are not limited to providing the notice and conducting the public hearing described in Section 1.03 hereof.

Section 9.07 Continuing Disclosure

Pursuant to Section 11-1-85 of the South Carolina Code, the County covenants to file with a central repository for availability in the secondary bond market when requested:

- (1) An annual independent audit, within thirty days of the County's receipt of the audit; and
- (2) Event specific information within thirty days of an event adversely affecting more than five percent of revenue or the County's tax base.

The only remedy for failure by the County to comply with the covenant in this Section 9.07 shall be an action for specific performance of this covenant. The County specifically reserves the right to amend this covenant to reflect any change in (including any repeal of) Section 11-1-85, without the consent of any Bondholder.

Section 9.08 Effective Date of this Ordinance

This Bond Ordinance shall take effect upon its third reading and shall be forthwith codified in the Code of County Ordinances and indexed under the general heading, "Bond Issue - Not Exceeding \$1,200,000 General Obligation Bond (Keowee Fire Tax District Project), Series 2007, of Oconee County, South Carolina."

DONE in meeting duly assembled, this 6th day of February, 2007

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

Chairman, County Council of
Oconee County, South Carolina

Attest

Clerk to County Council
Oconee County, South Carolina

First reading:	January 2, 2007
Second reading:	January 16, 2007
Public hearing:	February 6, 2007
Third reading:	February 6, 2007

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Oconee County Council will conduct a public hearing on the proposed adoption of an Ordinance entitled "TO PROVIDE FOR THE ISSUANCE AND SALE OF A NOT EXCEEDING ONE MILLION TWO HUNDRED THOUSAND DOLLAR (\$1,200,000) OCONEE COUNTY, SOUTH CAROLINA, GENERAL OBLIGATION BOND (KEOWEE FIRE TAX DISTRICT PROJECT), SERIES 2007; TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS SHALL BE EXPENDED; TO PROVIDE FOR THE PAYMENT THEREOF; AND OTHER MATTERS RELATING THERETO" on February 6, 2007 in the Chambers of County Council, 415 South Pine Street, Walhalla, South Carolina 29691, at 3:00 p.m. The above-referenced Bond will be used to finance the costs of (1) constructing a new substation and (2) expanding the headquarters, both for the Keowee Fire Tax District (the "Keowee Fire Tax District") (collectively, the "Project").

For the payment of the principal of and interest on the Bond authorized by said Ordinance, there shall be pledged the full faith, credit and taxing power of Oconee County and there shall be initially levied ad valorem taxes solely within the Keowee Fire Tax District sufficient in amount to pay said principal and interest on the Bond.

At the time and place fixed for said public hearing all taxpayers, residents or other interested persons who appear will be given an opportunity to express their views for or against the adoption of the Ordinance.

/s/
Opal O. Green, Clerk to County Council,
Oconee County, South Carolina

(FORM OF BOND)

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
OCONEE COUNTY
GENERAL OBLIGATION BOND
(KEOWEE FIRE TAX DISTRICT PROJECT)
SERIES 2007

No. R-1

\$ _____

INTEREST RATE

MATURITY DATE

ORIGINAL ISSUE DATE

April 1, _____

_____, 2007

Registered Holder:

Principal Amount: [_____]

DOLLAR

OCONEE COUNTY, SOUTH CAROLINA (the "County") acknowledges itself indebted and for value received hereby promises to pay as hereinafter provided, to the Registered Holder (named above) or registered assigns, the Principal Amount set forth above on the Maturity Date stated above, unless this Bond be subject to redemption and shall have been redeemed prior thereto as hereinafter provided, upon presentation and surrender of this Bond at the office of the County; and to pay interest on such Principal Amount at the annual Interest Rate stated above (calculated on the basis of a 360-day year of twelve 30-day months), until the obligation of the County with respect to the payment of such Principal Amount shall be discharged.

This Bond bears interest from the original issue date if no interest has yet been paid; otherwise from the last date to which interest has been paid and which date is on or prior to the date of this Bond's authentication. Interest on this Bond is payable on April 1 and October 1 of each year beginning April 1, 2008. The interest so payable on any April 1 or October 1 shall be payable to the person in whose name this Bond is registered at the close of business on the 15th day of the March or on the 15th day of the September next preceding such April 1 or October 1.

Principal of this Bond is payable on April 1 in each of the years and in the amounts as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
2008		2016	
2009		2017	
2010		2018	
2011		2019	
2012		2020	
2013		2021	
2014		2022	
2015			

Such payments shall be paid to the person in whose name this Bond is registered at the close of business on the 15th day of the month immediately preceding such payment date. The principal of redemption premium, if any, and interest on this Bond are payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debt.

The principal amounts of this Bond maturing subsequent to April 1, 2017, shall be subject to redemption at any time at the option of the County, in whole or in part, and, if in part, in the principal amount as designated by the Council (but only in integral multiples of \$5,000), commencing April 1, 2017, at the redemption price of par, together with accrued interest to the date fixed for redemption, upon 30 days written notice to the Holder. This Bond shall cease to bear interest, and this Bond shall no longer be considered as Outstanding under the Ordinance upon the date selected for redemption. If money sufficient to pay the redemption price and accrued interest has not been paid by the County to the Holder on the redemption date, however, this Bond shall continue to bear interest until paid at the same rate as it would have borne had it not been called for redemption, until the same shall have been paid.

This Bond is in the principal amount of One Million Two Hundred Thousand Dollars (\$1,200,000) and issued pursuant to and in accordance with the Constitution and statutes of the State of South Carolina, including particularly the provisions of Chapter 15 of Title 4, as supplemented by Section 11-27-40, of the Code of Laws of South Carolina 1976, as amended (collectively, the "Enabling Act"), and an Ordinance duly adopted by the County Council of the County (the "Ordinance") on February 6, 2007.

Certain capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Ordinance. Certified copies of the Ordinance are on file in the office of the Clerk to County Council and in the office of the Clerk of Court of the County.

For the prompt payment hereof, both principal and interest, as the same shall become due, the full faith, credit and taxing power of the County are irrevocably pledged. This Bond is payable initially from an ad valorem tax levied within the Keowee Fire Tax District (the "Keowee Fire Tax District"), a special tax district created by the County.

This Bond and the interest hereon are exempt from all State, county, municipal, school district, and all other taxes or assessments imposed within the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate, transfer and certain franchise taxes.

The Bond is issuable only as a single, fully registered Bond in the principal amount of \$1,200,000.

This Bond is transferable, as provided in the Ordinance, only upon the books of the County kept for that purpose at its office by the Registered Holder in person or by his duly authorized attorney, upon (i) surrender of this Bond together with a written instrument of transfer satisfactory to the County duly executed by the Registered Holder or his duly authorized attorney and (ii) payment of the charges, if any, prescribed in the Ordinance. Thereupon a new fully registered Bond of like maturity, interest rate and redemption provisions and in a like aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Ordinance. The County may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or redemption price hereof and interest due hereon and for all other purposes.

For every transfer of the Bond, the County may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such transfer.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and Statutes of the State of South Carolina to exist, be performed or happen precedent to or in the issuance of the Bond in order to make the Bond the legal, valid and binding general obligation of the County in accordance with its terms, do exist, have been performed and have happened in regular and due form as required by law; and that the amount of the Bond, together with all other indebtedness of the County, does not exceed any limit prescribed by such Constitution or Statutes, and that provision has been made for the allocation, on an annual basis, of sufficient tax revenues collected within the Keowee Fire Tax District to provide for the punctual payment of the principal of and interest on this Bond.

This Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been duly executed by the Registrar.

IN WITNESS WHEREOF, Oconee County, South Carolina has caused this Bond to be signed in its name by the manual signature of the Chairman of County Council and the manual signature of the County Administrator, and its corporate seal to be hereunto reproduced and attested to by the manual signature of the Clerk to County Council.

(SEAL)

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Chairman, County Council

By: _____
County Administrator

Attest:

Clerk to County Council

CERTIFICATE OF AUTHENTICATION

This Bond is the issue described in the within mentioned Ordinance.

OCONEE COUNTY, SOUTH CAROLINA, as Registrar

By: _____
Clerk to County Council

Date: _____

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

_____ (please print or type name and address of transferee and Social Security or other identifying number of transferee) the within Bond and all rights and title thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

NOTICE: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agents Medallion Program ("STAMP") or similar program endorsement.

Authorized Individual or Officer

NOTICE: The signature to the assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

OFFICIAL NOTICE OF SALE
\$1,200,000
GENERAL OBLIGATION BOND
(KEOWEE FIRE TAX DISTRICT PROJECT)
SERIES 2007
OF OCONEE COUNTY, SOUTH CAROLINA

Notice is hereby given that sealed bids will be received by Oconee County, South Carolina (the "County"), for the purchase of all, but not a part, of the County's \$1,200,000 General Obligation Bond (Keowee Fire Tax District Project) Series 2007 (the "Bond"), as more fully described herein. The bids will be received at the place and until the time specified below (unless postponed as described herein).

Time: _____, 2007
 12:00 Noon

Place: Oconee County
 Finance Department
 415 South Pine Street
 Walhalla, South Carolina 29691

Delivery of Bids:

Proposals may be delivered by hand, by mail or by facsimile transmission, but no proposal shall be considered which is not actually received by the County at the place, date and time appointed, and the County shall not be responsible for any failure, misdirection, delay or error resulting from the selection by any bidder of any particular means of delivery of bids. The County will take reasonable steps to ensure the confidentiality of all bids transmitted to it by facsimile transmission, but cannot guarantee the confidentiality of all bids transmitted by such means. No agent or employee of the County will undertake to receive proposals by means of oral communication.

Mailed Bids: All mailed bids should be enclosed in a sealed envelope marked on the outside "Proposal for Series 2007 General Obligation Bond (Keowee Fire Tax District Project)" addressed to:

Oconee County
 Finance Department
 415 South Pine Street
 Walhalla, South Carolina 29691
 Attention: Director of Administrative Services and Finance
 Telephone: (864) 638-4235

Bids Sent by Hand Delivery: Hand delivery of bids will be accepted at the address set forth above.

Bids Sent by Facsimile: Bids may be sent by facsimile received at (864) 718-1022. Bids sent by facsimile transmission will be considered timely only if transmission and printing are complete by 12:00 Noon, EST, on _____, 2007. (Please be advised that there is a single fax machine connected to the number provided above. It is highly recommended that bidders call the County to confirm receipt of a bid sent via facsimile.)

Either the County Administrator or his designee will publicly open and read the bids at the time, place and date set forth above. Unless all bids are rejected, the Bond will be awarded to the bidder offering the lowest net interest cost to the County.

The Bond: The Bond will be issued as a single, fully registered Bond in the denomination of \$1,200,000; will be dated as of the date of its delivery and will mature as to principal on April 1 in the years as set forth below.

Year	Principal Amount	Year	Principal Amount
2008		2016	
2009		2017	
2010		2018	
2011		2019	
2012		2020	
2013		2021	
2014		2022	
2015			

The Bond will bear interest from the date of delivery thereof, payable April 1, 2008 and semiannually on April 1 and October 1 of each year thereafter until the Bond is paid in full.

Qualified Bond: The Bond is designated as a "qualified tax-exempt obligation" as defined in Section 265 of the Internal Revenue Code of 1986, as amended.

Project: The proceeds of the Bond will be used to finance the costs of (1) constructing a new substation and (2) renovating the existing headquarters, both for the Keowee Fire Tax District.

Security: The Bond will constitute a binding general obligation of the County. For the payment of the principal and interest thereof, as it becomes due, and to create such sinking fund to aid in the retirement and payment thereof, the full faith, credit and taxing power of the County will be irrevocably pledged, and there will be levied and collected annually initially upon all taxable property in the Keowee Fire Tax District an ad valorem tax, without limitation as to rate or amount, sufficient for such purposes.

Redemption Provisions: The principal amounts of the Bond maturing on or prior to April 1, 2017 are not subject to redemption prior to maturity. The principal amounts of the Bond maturing subsequent to April 1, 2017 shall be subject to redemption on and after April 1, 2017, at the option of the County, in whole or in part, and, if in part, in the principal amount as designated by the Council (but only in integral multiples of \$5,000), at the redemption price of par, together with accrued interest to the date fixed for redemption.

Additional Covenants and Terms: The covenants of the County with respect to the Bond are set forth in the Ordinance enacted on February 6, 2007, authorizing the issuance of the Bond (the "Bond Ordinance") which will be available from the County or Bond Counsel.

Legal Fees: The County will not be responsible for the legal fees, if any, of the purchaser.

Bid Requirements: The Bond shall be sold at a price not less than par at a single, fixed rate of interest. A bid for less than all of the Bond will not be considered. The County Administrator reserves the right to reject any and all bids or to waive irregularities in any bid. Bids will be accepted or rejected no later than 24 hours after the time established for the receipt of the bids.

Form of Bid; Sealed Envelopes: Each bid must be on the Official Bid Form. Every bid must be unconditional and irrevocable and must be enclosed in a sealed envelope addressed to (Knox County, Attention: County Administrator, or if by facsimile with a cover page and endorsed "Bid for \$1,200,000 General Obligation Bond (Keowee Fire Tax District Project), Series 2007." Each bid must be in accordance with the terms and conditions set forth in this Official Notice of Sale.

Basis for Award: If satisfactory bids are received, the Bond will be awarded to the lowest responsible bidder by the County not later than 24 hours after the time established for the receipt of bids. The lowest bidder shall be the bidder offering to purchase the Bond at the lowest net interest cost to the County at a price not less than par. For the purpose of determining lowest net interest cost, the aggregate of interest on the Bond from the dated date of the Bond, which is the original issue date, until its maturity, less any sum agreed by way of premium, shall be determined on each bid and the smallest amount to be paid by the County shall reflect lowest net interest cost. In the event that two or more

bidders have bid the same net interest cost, the award shall be made by lot. The determination by the County of the net interest cost of each bid and the County's award of the bid will be final.

Investment Letter: The successful purchaser will be requested to execute a letter to the County in form satisfactory to Bond Counsel acknowledging among other things, that (1) no official statement or other offering material has been furnished other than this Official Notice of Sale and the exhibits and documents referenced herein; (2) the purchaser had an opportunity to make appropriate inquiries of officials of the County; (3) the purchaser is capable of evaluating the merits and risks of the purchase of the Bond; (4) the purchaser is acquiring the Bond as a vehicle for making a commercial loan and without a present view to the distribution thereof (subject, nevertheless, to any requirement of law that the disposition of its property shall at all times be under its control) within the meaning of the Federal securities laws; and (5) the purchaser is acquiring the Bond solely for its own account and no other person now has any direct or indirect beneficial ownership or interest therein.

Legal Opinion: The County shall furnish upon delivery of the Bond the final approving opinion of Haynsworth Sinkler Boyd, P.A., Greenville, South Carolina, which opinion shall be attached to the Bond, together with the usual closing documents, including a certificate that no litigation is pending affecting the Bond.

Delivery: The Bond will be delivered on or about _____, 2007, in Walhalla, South Carolina, at the expense of the County. The purchase price then due must be paid in federal funds or other immediately available funds.

Postponement: The County reserves the right to postpone from time to time the date established for receipt of bids. The County will communicate any such change in the sale date through the Bond Buyer Wire or the Bloomberg Wire not less than 12 hours prior to the time bids are to be received. If any date fixed for the receipt of bids and the sale of the Bond is postponed, any alternative sale date will be announced through the Bond Buyer Wire or the Bloomberg Wire at least 48 hours prior to such alternative sale date. On any such alternative sale date, any bidder may submit a sealed bid for the purchase of the Bond in conformity in all respects with the provisions of this Official Notice of Sale, except for the date of sale and except for the changes announced through the Bond Buyer Wire or the Bloomberg Wire at the time the sale date and time are announced.

Additional Information: Persons seeking additional information should communicate with Paylis B. Lombard, Director of Administrative Services and Finance, Oconee County, South Carolina, 415 South Pine Street, Walhalla, South Carolina 29691, telephone (864) 636-4335.

s/ J. Tom Hendricks
County Administrator
Oconee County, South Carolina

Dated: _____, 2007

SUMMARY NOTICE OF SALE
 \$1,200,000
GENERAL OBLIGATION BOND (KEOWEE FIRE TAX DISTRICT PROJECT)
 SERIES 2007
 OCONEE COUNTY, SOUTH CAROLINA

Sealed and facsimile bids will be received by Oconee County, South Carolina (the "Issuer") pursuant to the Official Notice of Sale dated _____, 2007.

Sale Date: _____, 2007

Sale Time: 12:00 Noon, Eastern Time Zone

Bond Dated: _____, 2007

Form of Bond: One fully registered Bond in the denomination of \$1,200,000.

Interest Payments: April 1 and October 1, commencing April 1, 2008.

Maturity: Payable April 1, 2008 through April 1, 2023, inclusive.

Redemption Provisions: In whole or in part and, if in part, in the principal amount as designated by the County Council (but only in integral multiples of \$5,000), at par, on or after April 1, 2017.

Legal Opinion: Haynsworth Sinkler Boyd, P.A., Greenville, South Carolina.

Official Notice of Sale: Available from Phyllis L. Lombard, Director of Administrative Services and Finance, Oconee County, 415 South Pine Street, Walhalla, South Carolina 29691, telephone (864) 638-4620.

For the payment of principal and interest on the Bond, as it matures, the full faith, credit, and taxing power of the Issuer are pledged. The Bond is payable initially from an ad valorem tax, without limit as to rate or amount, levied in the Keowee Fire Tax District.

This Notice is given to evidence the Issuer's intent to receive bids for and award the Bond on the date stated above. Such sale may be postponed upon no less than 12 hours notice given prior to the time bids are to be received as disseminated by the Bond Buyer Wire or the Bloomberg Wire. If canceled, the sale may be thereafter rescheduled and notice of such rescheduled date of sale will be disseminated at least 48 hours prior to the time for receipt of bids by the Bond Buyer Wire or the Bloomberg Wire.

NOTICE

NOTICE IS HEREBY GIVEN that the County Council of Oconee County, South Carolina, on February 6, 2007 adopted an Ordinance entitled: "TO PROVIDE FOR THE ISSUANCE AND SALE OF A NOT EXCEEDING ONE MILLION TWO HUNDRED THOUSAND DOLLAR (\$1,200,000) OCONEE COUNTY, SOUTH CAROLINA, GENERAL OBLIGATION BOND (KEOWEE FIRE TAX DISTRICT PROJECT), SERIES 2007; TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS SHALL BE EXPENDED; TO PROVIDE FOR THE PAYMENT THEREOF; AND OTHER MATTERS RELATING THERETO" (the "Ordinance") which authorized the issuance of a not exceeding \$1,200,000 General Obligation Bond (Keowee Fire Tax District Project) (the "Bond") of Oconee County, South Carolina (the "County"). The proceeds of the Bond will be used for the purpose of defraying the costs of (1) constructing a new substation and (2) renovating the existing headquarters, both for the Keowee Fire Tax District, which purpose will serve a public and corporate purpose of the County and benefit the general welfare of the County.

Unless a notice, signed by not less than five (5) qualified electors of the County, of the intention to seek a referendum is filed in the office of the Clerk of Court of the County and the Clerk to the County Council in accordance with Section 11-27-40(8), Code of Laws of South Carolina 1976, as amended, the initiative and referendum provisions of South Carolina law contained in Title 4, Chapter 9, Article 13, Code of Laws of South Carolina 1976, as amended, shall not be applicable to the Ordinance. The notice of intention to seek a referendum must be filed within twenty (20) days following the publication of this notice.

County Administrator
Oconee County, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

I, the undersigned, Clerk to County Council of Oconee County, South Carolina, DO HEREBY CERTIFY:

That the foregoing constitutes a true, correct and verbatim copy of an Ordinance which was given three readings on three separate days, with an interval of not less than seven days between the second and third readings. The original of this Ordinance is duly entered in the permanent records of minutes of meetings of the County Council, in my custody as such Clerk.

That each of said meetings was duly called, and all members of the County Council were notified of the same; that all a majority of the membership were notified of each meeting and remained throughout the proceedings incident to the adoption of this Ordinance.

IN WITNESS WHEREOF, I have hereunto set my Hand this 6th day of February, 2007.

Clerk to County Council of
Oconee County, South Carolina

First reading: January 2, 2007
Second reading: January 16, 2007
Public hearing: February 6, 2007
Third reading: February 6, 2007

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC
COUNCIL MEETING: 1/16/07
COUNCIL MEETING TIME: 7:00 pm

ITEM TITLE OR DESCRIPTION:

Second Reading of Ordinance 2006-30, "AN ORDINANCE AMENDING ORDINANCE 99-14, UNIFIED PERFORMANCE STANDARDS ORDINANCE TO INCLUDE CHAPTER 7, "TATTOOING FACILITIES WITHIN THE UNINCORPORATED AREAS OF OCONEE COUNTY"

BACKGROUND OR HISTORY:

The State of South Carolina has issued final approval to regulations governing the operation of tattoo facilities. Under these rules and guidelines, an applicant for a state license is required to obtain a letter of compliance with local requirements. Given the popularity of tattooing and Oconee County's proximity to a major college student population (a major pool of potential customers), there is a great likelihood that one or more facilities will seek to locate in our area. Therefore, the Planning Commission has drafted regulations designed to minimize any possible negative secondary effects prior to receipt of a formal application. The Planning Commission voted unanimously to recommend the draft regulations to Council for consideration.

SPECIAL CONSIDERATIONS OR CONCERNS:

The state regulations governing tattoo facilities provide for strict health and building code requirements and a mandate of a 1000' set back from all churches, schools and playgrounds. The draft ordinance adds protection for private residences by requiring that facilities locate in or near existing business areas along collector or arterial roads and provide adequate screening, and/or fencing to minimize noise, light and other negative secondary effects after traditional "family hours". The draft ordinance also provides for Council to set appropriate fees to offset any costs incurred in implementing the requirements.

STAFF RECOMMENDATION FOR COMMITTEE ACTION:

Staff recommends Council consider second reading of Ordinance 2006-30.

FINANCIAL IMPACT:


Any costs incurred through site visits and reviewing submitted materials can be offset with an appropriate application fee.

ATTACHMENTS:

Proposed Ordinance 2006-30
Submitted or Prepared By:

Opal O. Green
Department Head/Elected Official

Approved for Submit to Council:


Tom Hendricks, Administrator

Reviewed By/Initials:

_____ : County Attorney

_____ : Finance

**Proposed for Inclusion in the Oconee County
Unified Performance Standards Ordinance**

**7.0 TATTOOING FACILITIES WITHIN THE UNINCORPORATED AREAS OF
OCONEE COUNTY**

7.1 Purpose and Intent

It is the purpose of this ordinance to regulate tattooing facilities in order to promote the health, safety, and general welfare of the citizens of Oconee County, and to establish reasonable and uniform regulations to prevent the deleterious locating and concentration of tattooing businesses within the County.

It is the intent of this ordinance to establish standards for tattooing facilities that will insure that these businesses are operated in a manner that is in full compliance with all applicable laws of the United States of America, the State of South Carolina, and Oconee County; and to provide Oconee County with a reasonable and legitimate mechanism for enforcing applicable laws.

7.2.1 Jurisdiction

This section shall apply to any tattooing facility that is established within the unincorporated area of Oconee County.

7.2.2 Enabling Authority

This ordinance is adopted by Oconee County Council in accordance with Title XLIV, Chapter 34 of the South Carolina Code of Laws, as an application of the police powers for the purpose of promoting the public health, safety, and welfare.

7.2.3 Finding of Fact

- 7.4.1 There exists potential for the establishment of tattooing facilities in Oconee County, and it is in the interest of the public health, safety, and welfare, of the citizens of Oconee County to provide for minimum standards and regulations for tattooing facilities, as well as for the health, safety, and general welfare of the owners, operators, employees, and patrons of such businesses.
- 7.4.2 The State of South Carolina has indicated or implied concern for the secondary effects of tattooing facilities through the provisions in State Law Title XLIV, Chapter 34 Section 13, by requiring a distance separation of one thousand feet from churches, schools, and playgrounds.
- 7.4.3 The peak volume of business for tattooing facilities tends to occur when many families desire quiet, making such facilities incompatible with residential areas.
- 7.4.4 It is not the intent of this ordinance to suppress speech activities protected by the First Amendment of the Constitution of the United States of America or to place any permissible burden on any constitutionally protected expression or expressive conduct by the enactment of this ordinance. Rather, it is the intent of Oconee County to enact a content neutral regulation that addresses the secondary effects of tattooing facilities by enacting location requirements to such facilities.

FINAL DRAFT APPROVED BY PLANNING COMMISSION
NOVEMBER 6, 2006

7.5 Definitions

- 7.5.1** **Arterial Road-** a major road that serves as an avenue for circulation into, out of, or around Oconee County; typical number of average daily traffic (ADT) exceeds 5000.
- 7.5.2** **Church-**an establishment, other than a private dwelling, where religious services are usually conducted.
- 7.5.3** **Collector Road-**a road that has the primary purpose of gathering traffic from intersecting local roads and handling movements to the nearest arterial road; a secondary function is to provide direct access to abutting properties; Typical number of average daily traffic (ADT) exceeds 800.
- 7.5.4** **Existing Commercial Area –** any area in which three (3) or more separate businesses, fronting the same road, are located adjacent to each other, not separated by any occupied single family residence.
- 7.5.5** **Playground-**a place, other than grounds at a private dwelling that is provided by the public or members of a community for recreation.
- 7.5.6** **Residential Parcel-** a parcel utilized primarily for single family residency or a parcel upon which a residential home is within one thousand (1,000) feet of a tattooing facility.
- 7.5.7** **School-** an establishment, other than a private dwelling, where the usual processes of education are usually conducted.
- 7.5.8** **Shopping Center-** a commercial establishment consisting of multiple spaces, leased or owned, for individual businesses.
- 7.5.9** **Site Plan-** the development plan for a tattooing facility on which is shown the existing and proposed conditions of the lot, including landscaping, walkways, means of ingress and egress, structures and buildings, signs and lighting, buffers and screening (if applicable), surrounding development, surrounding parcels, and any other information that may be reasonably required in order that an informed decision can be made as to whether or not the requirements of this ordinance have been satisfied.
- 7.5.10** **Tattoo Artist-** a person who practices body tattooing and who meets all State and County requirements.
- 7.5.11** **Tattoo Facility-** any room, space, location, area, structure, or business, or any part of these places, where tattooing is practiced or where the business of tattooing is conducted.
- 7.5.12** **Tattoo or Tattooing-** to indelibly mark or color the skin by subcutaneous introduction of nontoxic dyes or pigments.

7.6 Location Requirements

- 7.6.1** **Tattooing Facilities** shall not be located within one thousand (1,000) feet of a church, school, or playground. This distance shall be the shortest route of ordinary pedestrian or vehicular travel along the public thoroughfare from the nearest point of the grounds in use as part of the church, school, or playground.
- 7.6.2** In the event a parcel on which a tattooing facility is proposed to be located adjoins a residential parcel (as defined by this ordinance), the owner of the tattooing facility shall install a fence and any necessary additional screening sufficient to prevent light, sound, and other

FINAL DRAFT APPROVED BY PLANNING COMMISSION
NOVEMBER 6, 2006

secondary effects from negatively impacting existing residences. All plans for such fencing and/or screening shall be approved by the Planning Director prior to installation.

- 7.6.3 Tattooing facilities may be located in any shopping center in Oconee County that is not located within one thousand (1,000) feet of a church, school, or playground.
- 7.6.4 Tattooing facilities shall be located no further than one (1/4) quarter mile (1320 feet) from existing commercial areas (as defined by this ordinance).
- 7.6.5 Tattooing facilities shall locate only on arterial or collector roads, and shall be accessed directly from the road upon which the facility is located. No tattooing facility shall be located on a local road.

7.7 Request for a Letter of Compliance

- 7.7.1 The owner shall request in writing that the Planning Director review the location of the tattooing facility and issue a letter of compliance.
- 7.7.2 Appropriate fees, as established by resolution of the Oconee County Council, shall be paid at the time of request for a letter of compliance.
- 7.7.3 The owner shall submit the following items to the Planning Director at the time a formal request for a letter of compliance is made:
 - a. A site plan showing the location of the tattooing facility, including surrounding parcels;
 - b. A copy of a survey (stamped by a surveyor licensed by the State of South Carolina) showing that the location of the proposed tattooing facility is not less than one thousand (1,000) feet from church, playground, or school;
 - c. The road name and classification (specifying the ADT's) on which the tattooing facility will be located;
 - d. Proof that the tattooing facility is to be located in or within one-quarter (1/4) mile of an established commercial area (as defined by this ordinance), or within an existing shopping center;
 - e. Plans for any necessary fencing or screening, as defined in this ordinance.

7.8 Issuance of Letter of Compliance

- 7.8.1 The Planning Director shall issue a letter of compliance when all requirements of this ordinance have been met.
- 7.8.2 The letter of compliance shall not be issued, or may be revoked, if one or more of the following conditions are found to be present at any time:
 - a. The proposed tattooing facility is in violation of any portion of this ordinance, including the section concerning location requirements;
 - b. The proposed tattooing facility is in violation of any other Oconee County ordinance or regulation, any ordinance or regulation enforced by an administrative department, bureau, or governmental entity of the State of South Carolina, or any law or regulation of the United States of America;

FINAL DRAFT APPROVED BY PLANNING COMMISSION
NOVEMBER 6, 2006

- d. The applicant is under eighteen (18) years of age;
- e. The applicant has failed to provide information that is reasonably necessary and required for compliance with this ordinance or has falsely answered a question or request for information;
- f. The premises to be used for the operations of the proposed tattooing facility is found to be unsafe by the Rural Fire Chief of George County, the Building Official of Oconee County, or an appropriate official of South Carolina Department of Health and Environmental Control;
- g. The applicant and/or the spouse of the applicant is found to be overdue in payment to the county of taxes, fees, fines, or penalties assessed against the individual, or imposed upon the individual in relation to the tattooing business;
- h. The applicant is more than one individual or is a corporation and it is found that any person having at least ten (10%) percent ownership in the tattooing business, any person having at least ten (10%) percent ownership interest in a corporation owning the tattooing business, or the spouse of any person having ten (10%) percent ownership in the tattooing business is overdue in payment to the county of taxes, fees, fines, or penalties assessed against the individual, or imposed upon the individual in relation to said business;
- i. Appropriate fees are unpaid.

7.8.3 A letter of compliance shall expire six (6) months from the date that the letter was issued; however, one six (6) month extension may be granted provided:

- a. request for an extension is submitted no less than ten (10) working days prior to the expiration date of letter;
- b. the applicant can prove that all pertinent circumstances surrounding the proposed tattooing facility have not changed since application was made;
- c. the applicant provides sufficient documentation supporting the request for an extension, specifically detailing all actions to date in pursuit of the establishment of the tattooing facility.

7.9 Non-Compliance

7.9.1 Any existing tattooing facility, having been duly issued a letter of compliance and subsequently found to be in violation of this ordinance or any other county enforced regulation, shall be subject to any appropriate penalties and/or remediation, to include any additional fees as deemed appropriate by County Council. Notice of all non-compliance shall be forwarded to DHEC and other appropriate authorities.

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC
COUNCIL MEETING DATE: 2/16/07
COUNCIL MEETING TIME: 7:00 pm

ITEM TITLE OR DESCRIPTION:

Appointment of Glenn Abbott as At Large Member of ATAX Commission.

BACKGROUND OR HISTORY:

Ansley Fraser resigned from the ATAX Commission some time ago and has never been replaced.

SPECIAL CONSIDERATIONS OR CONCERNS:

These appointments need to be kept up to date to be in compliance with state regulations.

STAFF RECOMMENDATIONS FOR COMMITTEE ACTION:

Staff recommends appointment of Glenn Abbott an At Large Member to the ATAX Commission.

FINANCIAL IMPACT:

\$100 Annual Gratuity.

ATTACHMENTS:

Recommendation of ATAX Commission
Submitted or Prepared By:

Opal O. Green
Department Head

Approved for Submittal to Council:


Tota Hendricks, Administrator

Reviewed By/Initials:

_____ : County Attorney

___ N/A ___ : Finance

___ N/A ___ : Procurement

Opal Green

From: Phil Shirley
Sent: Tuesday, January 09, 2007 5:00 PM
To: Opal Green
Cc: Gen McSwain
Subject: FW: ATAX response

Opal, the ATAX commission would like to recommend Mr. Glenn Abbott to fill an at large position on the ATAX commission. Gen McSwain has his information below. Let me know if you need anything further concerning this before taking it to Council. Thanks.

Phil Shirley

Director of Parks, Recreation & Tourism

Oconee County
415 S. Pine St
Walhalla, SC 29691
(864)868-1488
pshirley@oconeesc.com
www.oconeesc.com

From: Cglakeside@aol.com [mailto:Cglakeside@aol.com]
Sent: Sat 1/6/2007 7:48 PM
To: Phil Shirley
Subject: ATAX response

Dear Phil:

I received a call from Glenn Abbott today. He accepted the invitation to serve on the ATAX Committee. His personal info is:

Glenn Abbott
1501 W. Little River Dr.
Seneca, SC 29672
864-888-3206
864-247-3731 cell
gabot@bellsouth.net

Gen

1/10/2007